CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● OCTOBER 26, 2021

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

HOLLY HILL
FLORIDA

City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by Mayor Chris Via
c. Pledge of Allegiance

2. PUBLIC COMMENTS

3. APPROVAL OF MINUTES - NONE

4. CONSENT AGENDA - ITEMS (1 - 6)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution –2021-R-84 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing as a Sole Source Provider; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2021-R-85 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2021-2022 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

   (Requested by Stella Gurnee, Finance)

3. Resolution –2021-R-86 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2021-2022 Supply of Aluminum Sulfate for Wastewater Treatment Chemical for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreement; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Resolution –2021-R-87 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggy-Backing of Seminole County Contract IFB-603818-19 and Authorizing the City Manager to Award the "2021-2022 FY Roadway Resurfacing Project" to P & S Paving, Inc.,; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. Victims of Crime Act (VOCA) Agreement for FY2021-2022

   (Requested by Valerie Manning, City Clerk)

6. Disposal of Fixed Assets

(Requested by Stella Gurnee, Finance)

5. REGULAR AGENDA

1. Resolution –2021-R-88 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Tidal Backflow Preventer Not to Exceed $57,058.00; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2021-R-89 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2021-2022 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2021-R-90 A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Transfer a Vacant Parcel of Real Property Owned by the City Located at 421 6Th Street, Holly Hill, Florida for a Three (3) Year Lease for 2,500 Square Feet of Warehouse Space Located at 618 Commercial Drive, Holly Hill, Florida Subject to Standard Terms and Conditions and City Attorney Approval; Providing for Severability; and Providing for an Effective Date.

   (Requested by Joseph Forte, City Manager)

4. Resolution –2021-R-91 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating Project Carry Over Funds for the Purchase of a Fire Truck from the Fiscal Year 2020-2021 to the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

   (Requested by Stella Gurnee, Finance)

5. Resolution –2021-R-92 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Approval of a Purchase of One (1) E-One Typhoon Fire Pumper and Related Equipment from Hall-Mark RTC Located at 725 S.W. 46Th Avenue, Ocala, FL, 34474, Using the Orange County Contract No. Y20-1023-MV Fire Apparatus; and a Sole Source Procurement; Declaring Certain Vehicles to be Surplus Property; Providing for Severability; and Providing for an Effective Date.

   (Requested by Joseph Forte, City Manager)

6. Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life Insurance – RFP #21HRD001

   (Requested by Stella Gurnee, Finance)

6. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance –2021-O-3042 SECOND READING - an Ordinance Adopting Large Scale Comprehensive Plan Amendments in Accordance with CH. 163, Part II, Florida Statutes; Creating the Property Rights Element to Add Goals, Objectives for Property Rights in Accordance with Florida Statutes Section 163.3177(6)(I)1; Repealing All Ordinances and Parts of Ordinances in Conflict Herewith; and Providing an Effective Date.

   (Requested by Brian Walker, Board of Planning and Appeals)

7. COMMUNICATIONS

A. City Manager & Staff Comments
B. City Attorney Comments
C. City Commission Comments
D. Mayor's Comments

8. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.

For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441

Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: October 26, 2021
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing as a Sole Source Provider; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-84
APPLICANT:
PLANNER:

DISCUSSION:

The laboratories of the Water Treatment Plant and the Waste Water Treatment Facility are required by the various permitting agencies governing the operations of the water and waste water plants to perform a multitude of samples and tests verifying compliance and meeting regulatory and operational thresholds.

Many tests are required to be sent to an accredited laboratory to be completed and Pace Analytical Services, Inc.is the only such laboratory in our area within a 40 miles radius that is required to meet the shelf life of the samples (tests must be completed within 6 hours). Therefore, the services provided and considered sole source as permitted under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual.

*Pace is the only vendor that will produce the desired results within the restricted time frame.
*Pace is the only vendor available within the restricted time frame.
* Although other testing companies provide this service, due to the time restrictions required for testing, Pace is the only vendor suited to provide this service.

The estimated annual amount for services provided is $32,008.00 for the waste water laboratory and $11,751.00 for the water laboratory. This purchase is not to exceed $45,000 or the budgeted approved FY 21-22 budget.

FISCAL ANALYSIS:

This is a budgeted expenditure in the professional services accounts of the water and waste water utility funds.

STAFF RECOMMENDATION:

Approve the Resolution and authorize the City Manager to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests required for 2021-2022 FY.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

TO APPROVE THE RESOLUTION AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ISSUED PURCHASE ORDERS WITH PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER.

ATTACHMENTS:

- Pace WWTP & WTP Laboratory Testing Pricing (PDF)
- Pace Analytical 40 Mile Radius (PDF)
- Pace Analytical Article (PDF)

Resolution No. 2021-84

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill's Water Treatment Plant and Wastewater Treatment Facility must perform certain tests in order to meet operational requirements required by various regulatory and permitting agencies; and

WHEREAS, Pace Analytical Services, Inc., is the only such laboratory in our area within 40 miles radius that is needed to meet the shelf life of the samples (tests must be completed within 6 hours); and

WHEREAS, The services provided by Pace Analytical Service, Inc are considered sole source as permitted under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual; and

WHEREAS, The estimated annual amount for services provided is not to exceed $43,759.00; and

WHEREAS, The services are being provided and considered sole source due to the shelf life of the samples (tests must be completed within 6 hours). Therefore, the services provided and considered sole source as allowed under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That Pace Analytical Services, Inc. is hereby determined to qualify as a sole source contractor pursuant to the City's Code of Ordinances and the City Manager is authorized to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests as required in an annual amount not to exceed $43,759.00.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or

impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 26th day of OCTOBER, 2021.

Pace Analytical Services, Inc.
ANALYTICAL SERVICE
COST PROPOSAL

Contact Name:	**Jerry Smith**	PROPOSAL NO.:	**16-0120**	Page 1 of 4
Company:	**City of Holly Hill**	PROPOSAL DATE:	**October 1, 2021**	
Address:	**453 LPGA Boulevard**	Turnaround Time:	**Standard**	
	Holly Hill, FL 32117	Sample Arrival Date:		
Phone No.:	**(386) 248-9463**	Schedule: Firm:	Tentative: **X**	
Fax No.:	**(386) 248-9499**	Duration:		
Project Name/Description:	**Annual Budget**			

PARAMETERS	Methods	Matrix	No. of Samples			Unit Cost	Subtotal
			Sample	Field QC	Total		
Industrial Pretreatment	Multiple	WW	3		3	$ 940.00	$ 2,820.0
Effluent Analysis	Multiple	WW	1		1	$ 1,911.00	$ 1,911.0
Reclaimed Analysis	Multiple	WW	1		1	$ 1,911.00	$ 1,911.0
Bioassay	Multiple	WW	4		4	$ 2,500.00	$ 10,000.0
Crypto/Giardia	Multiple	WW	2		2	$ 750.00	$ 1,500.0
503 Sludge + 7 Fecal MPN	Multiple	WW	6		6	$ 745.00	$ 4,470.0
TKN, NOX, TP	Multiple	WW	64		64	$ 65.00	$ 4,160.0
8015 Alcohols	8015	WW	25		25	$ 100.00	$ 2,500.0
Sinlge Metal	Multiple	WW	76		76	$ 15.00	$ 1,140.0
WELL MONITORING	Multiple	WW	4		4	$225.00	$ 900.0
Enviromental Disopal charge		WW	58		58	$ 12.00	$ 696.0
					0	$ -	$ -
					0	$ -	$ -
					0	$ -	$ -
					0	$ -	$ -
					0	$ -	$ -
					0	$ -	$ -
					0	$ -	$ -
Sample Kit Charge							N/C
Kit Shipping Charge							N/C
Rapid Turnaround Charge ( )							
TOTAL							**$ 32,008.0**

Comments: See attached Proposal Notes and Terms & Conditions

Prepared by: **Brad Smith**

ORMOND BEACH:
8 East Tower Circle
Ormond Beach, FL 32174
phone: 386-672-5668
fax: 386-673-4001

Tampa Lab & Service Center
1209 Tech Blvd., Suite 207
Tampa, FL 33619
phone: 813-837-6705
fax: 813-627-0582

Attachment: Pace WWTP & WTP Laboratory Testing Pricing (2021-R-84 : Approval to Use Pace Analytical Services for WTP & WWTP

Pace Analytical Services, Inc.
ANALYTICAL SERVICE
COST PROPOSAL



Contact Name:	**Jerry Smith**	PROPOSAL NO.:	**16-0120**	Page 1 of 4
Company:	**City of Holly Hill**	PROPOSAL DATE:	**October 1, 2021**	
Address:	**453 LPGA Boulevard**	Turnaround Time:	**Standard**	
	Holly Hill, FL 32117	Sample Arrival Date:		
Phone No.:	**(386) 248-9463**	Schedule: Firm:	Tentative: **X**	
Fax No.:	**(386) 248-9499**	Duration:		

Project Name/Description: **Annual Budget**

PARAMETERS	Methods	Matrix	No. of Samples			Unit Cost	Subtotal
			Sample	Field QC	Total		
BacT	Multiple	DW	200		200	$ 30.00	$ 6,000.0
TTHM/HAA5	Multiple	DW	5		5	$ 612.00	$ 3,060.0
Well Field	Multiple	DW	4		4	$ 173.00	$ 692.0
Flouride Split	Multiple	DW	24		24	$ 34.00	$ 816.0
Odor	Multiple	DW	10		10	$ 27.50	$ 275.0
Nitrate/Nitrite	Multiple	DW	4		4	$ 56.00	$ 224.0
Miscellaneous	Multiple	DW	57		57	$ 12.00	$ 684.0
					0		$ -
					0		$ -
					0		$ -
					0		$ -
					0	$ -	$ -
					0	$ -	$ -
					0	$ -	$ -
					0	$ -	$ -
					0	$ -	$ -
					0	$ -	$ -
Sample Kit Charge							N/C
Kit Shipping Charge							N/C
Rapid Turnaround Charge ( )							
TOTAL							**$ 11,751.0**

Comments: See attached Proposal Notes and Terms & Conditions

Prepared by: **Brad Smith**

ORMOND BEACH:
8 East Tower Circle
Ormond Beach, FL 32174
phone: 386-672-5668
fax: 386-673-4001

Tampa Lab & Service Center
1209 Tech Blvd., Suite 207
Tampa, FL 33619
phone: 813-837-6705
fax: 813-627-0582

Attachment: Pace WWTP & WTP Laboratory Testing Pricing (2021-R-84 : Approval to Use Pace Analytical Services for WTP & WWTP

Pace Analytical®

10/15/19

City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Dear Sir or Madam,

Pace Analytical Services, LLC is the only local environmental laboratory within a 40-mile radius that can handle drinking water and wastewater testing needs for the City of Holly Hill. Pace values the City of Holly Hill as a client and is sensitive to the City's budget. Pace's Sales Manager has not raised any of the City's analytical prices in over five years.

For the 2020 fiscal year, we will not raise any of the analytical prices again.

Regards,

Craig Bennett
General Manager

386-672-5668
Craig.Bennet@pacelabs.com
8 East Tower Circle, Ormond Beach, FL 32174

PACELABS.COM

Attachment: Pace Analytical 40 Mile Radius (2021-R-84 : Approval to Use Pace Analytical Services for WTP & WWTP Laboratory as a Sole

Pace Analytical Services, LLC
1800 Elm Street SE
Minneapolis, MN 55414
Phone: 612.607.6400
Fax: 612.607.6344
www.pacelabs.com

Let it be known that, as of November 10, 2013, by order and consent of the Board of Directors of Pace Analytical Services, LLC, any Pace employee who has achieved the level of distinction, trust, and responsibility sufficient to have "General Manager" in his or her title, shall henceforth be authorized to bind Pace Analytical Services, LLC in connection with all contractual matters, by affixing his or her signature to any and all documents requiring evidence of corporate authority and consent.

This authorization is valid until further written notice from me or my representative.

Sincerely,

Steve Vanderboom
President/Chief Executive Officer
Pace Analytical Services, LLC

Gregory Whitman
Secretary
Pace Analytical Services, LLC

Attachment: Pace Analytical Article (2021-R-84 : Approval to Use Pace Analytical Services for WTP & WWTP Laboratory as a Sole Source

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: October 26, 2021
FROM: Stella Gurnee
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2021-2022 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-85
APPLICANT:
PLANNER:

DISCUSSION:

The City's Public Works Department utilizes various chemicals for the treatment of water and wastewater through various procurement methods.

Current City of Holly Hill Purchasing Manual

SECTION F - SOLE SOURCE AND STANDARDIZATION PROCUREMENT POLICY 2.25 EXEMPTION FROM BIDDING PROCEDURE

Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract if the dollar amount exceeds $25,000.

SOLE SOURCE

The following criteria must be met in order to satisfy the sole source or proprietary source requirement:

- It is the only item that will produce the desired results (or fulfill the specific need) …or
- The item is available from only one source of supply … or
- The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.

Sole source and proprietary source purchases are exempt from competitive requirements. However, all sole source requisitions exceeding $10,000 in value will be electronically advertised for a period of at least 5 business days. The steps to follow for sole source and proprietary source purchases are as follows:

a. The User Department/Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Department shall submit to the Finance Department a completed sole source/proprietary source form, indicating the requisition number.

b. A sole source or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).

c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least seven (7) business days after the receipt of a completed sole source form from the department.

d. The Finance Director shall review and approve or disapprove, in writing; sole source/proprietary source designation.

e. The User Department/Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.

f. When the Finance Director approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.

g. The Finance Department shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.

h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

Sole Source Vendors

In some cases, sole soyrce is in the best interest of the City due to additional costs for product testing, product storage, availability or other factors. This is the case with Aqua Gold, a blended phosphate product utilized in so the water treatment plant. Therefore, the purchase of Aqua Gold is recommended as sole source pricing agreement. The annual purchase of Aqua Gold is not to exceed $22,341.00.

CHEMICAL	VENDOR	PRICE
Aqua Gold	Dave Symonds & Associates Inc.	$677.00/drum

FISCAL ANALYSIS:

The expenditures related to the purchase of chemicals are fully budgeted in the utilities budget covering the water and wastewater divisions. The actual amount of expenditures for the above chemicals will vary with use throughout the year as required by the treatment process. Funds are budgeted through the respective operating supplies account for the water and wastewater divisions.

STAFF RECOMMENDATION:

Approve price agreements for the purchase of Fiscal Year 2021-2022 supply of water and wastewater treatment chemicals for the Public Works Department and authorize the City Manager to execute necessary price agreements.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2021-2022 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS.

ATTACHMENTS:

- Dave Symonds Sole Source Letter (PDF)
- Dave Symonds quote (PDF)
- Dave Symonds 2022 sole source (PDF)

Resolution No. 2021-85

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2021-2022 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2021-2022 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of chemicals for water and wastewater treatment; and

WHEREAS, the City has secured pricing agreements utilizing various procurement methods permitted under the City's purchasing guidelines; and

WHEREAS, By Policy 2.24 section F of the Holly Hill purchasing policy manual; "Sole source procurement is exempt from bidding procedures"; and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2021-22 supply of water and wastewater treatment chemicals for the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve price agreements for the purchase of the Fiscal Year 2021-22 supply of water and wastewater treatment chemicals for the Public Works Department and authorizes City Manager to execute any necessary price agreements.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of OCTOBER, 2021.

MERSCH
CONSULTING

Symonds & Associates
36730 Emeralda Island Road
Leesburg, FL. 34788
Attn: Fred Symonds & Kathy Godwin

August 1, 2021

Dear Fred and Kathy:

Sole Source Agreement
(Thru December 31, 2023)

Per your request, I have updated this '*Sole Source Agreement*' which confirms that Symonds & Associates has sole rights to the distribution of our AQUAGOLD and AQUAFRESH products, within the State of Florida for 2021 thru December 31, 2023. This letter will serve as confirmation of our agreement for Symonds & Associates being the sole source of the above stated product lines (manufactured by Water Solutions LLC - Mersch Consulting, Inc.) throughout the State of Florida.

The great relationship that we have established with your company, is excellent and I look forward to working with everyone at Symonds & Associates throughout the future. I will supply the technical support necessary for your efforts throughout this part of the country and I expect this agreement will continue to provide for many more years of successful water treatment for numerous communities throughout the State of Florida.

Sincerely:

William F. Mersch
President

Cell: 630-207-7491
e-mail: gomersch@comcast.net

Attachment: Dave Symonds Sole Source Letter (2021-R-85 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

DAVE SYMONDS & ASSOCIATES, INC.

36730 EMERALDA ISLAND RD.
LEESBURG, FLORIDA 34788
(352) 787-0340 or 1-800-226-0340
FAX (352) 787-0823

September 25, 2021

To our valued customer,

Ref: Price Increase

We at Dave Symonds & Associates appreciate your business. We believe we provide high quality products as well as technical support and delivery.

During these unprecedented times we are faced with numerous price increases on finished products as well as raw materials. We have been forced to pass on some of this increased cost you, our customer.

We do not foresee any further increases in the future and we will be doing our best to work efficiently, thereby keeping our prices level.

We regret having to implement this increase and we do not take this increase lightly.

We hope to continue our long working relationship with you.

We have included a new price sheet 2021/2022 for your convenience. Prices will take effect 11/1/21. If you have a price fix due to the fiscal date of your budget, it will be honored. Your system falls into the special pricing category for volume purchases and your new price is $694 - $17 (early pay discount) for a total of $677.00 per drum delivered to your usage site.

Feel free to contact our office with any questions or concerns.

Thank you,

Fred Symonds

Kathrine Godwin

Dave Symonds & Associates, Inc.

Attachment: Dave Symonds quote (2021-R-85 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

DAVE SYMONDS & ASSOCIATES, INC.

36730 EMERALDA ISLAND RD.
LEESBURG, FLORIDA 34788
(352) 787-0340 or 1-800-226-0340
FAX (352) 787-0823

Dave Symonds & Associates, Inc.

Aqua Gold Prices through the calendar year 2022

Aqua Gold 170 in 55 gallon drums: F.O.B. Leesburg, FL

1/11 Drums $859.00 each

12/24 Drums $790.00 each

25/59 Drums $713.00 each

60 or more by special quote

Aqua Gold 170 in 30 gallon drums: F.O.B. Leesburg, FL

1/5 Drums $569.00 each

6/11 Drums $508.00 each

12 or more by special quote

Aqua Gold 170 in 15 gallon drums: F.O.B. Leesburg, FL

1/11 Drums $338.00 each

12 or more by special quote

Aqua Gold 170 in 5 gallon Container(s) $142 each

Aqua Gold 170 in 1 gallon Container(s) $ 42.00 each

Aqua Gold 190 in 55 gallon drums: F.O.B. Leesburg, FL

1/11 Drums $859.00 each

12 or more Drums $790.00 each

Aqua Gold 150 in 55 gallon drums: F.O.B. Leesburg, FL

1/11 Drums $790.00

Aqua Gold 150 in 15 gallon drums: F.O.B. Leesburg, FL

1/11 Drums $349.00 each

Attachment: Dave Symonds quote (2021-R-85 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

City of Holly Hill

Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

SOLE SOURCE JUSTIFICATION

TO: Finance Department	**FROM:** A. ARMSTRONG **REQUISITION #:** _____
Subject - Purchase of: AQUAGOLD	
Requested Supplier – Contact: FRED SYMONDS Company: DAVE SYMONDS and ASSOCIATES Address: 36730 EMERALD ISLAND ROAD	City, State, Zip: LEESBURG, FL 34788 Phone: 800-226-0340 Estimated Cost: $ 22,341.00

Statement of Need: My recommendation for sole source is based upon an objective review of the product/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or involved in any way with this request. No gratuities, favors or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Sole Source Justification: Mark those that apply.

☒ 1. Sole source request is for the original manufacturer or provider; there are no regional distributors. (Attach the manufacturers written certification that no regional distributors exist. Item 4 must also be checked).

☐ 2. Sole source request is for the only area distributor of the original manufacturer or provider. (Attach the manufacturers -not the distributors - written certification that identifies all regional distributors. Item 4 also must be checked).

☐ 3. The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain in comments or separate memorandum).

☒ 4. This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Attach memorandum with details of specialized function or application).

☐ 5. The parts/equipment are required from this source to facilitate maintenance standardization. (Attach memorandum describing the basis for the standardization request).

☐ 6. None of the above applies. A detailed explanation and justification for this sole source request is contained in the attached memorandum.

Division Head Signature: _____ Date: 10/7/2021

Department Head Signature: Antoine D'Thomas Date: 10-7-2021

Comments: PRODUCT REQUIRED TO PREVENT PIPE CORROSION IN DIST. SYSTEM.

Finance Approval: _____ Date: _____

City Manager Approval (if required): _____ Date: _____

Attachment: Dave Symonds 2022 sole source (2021-R-85 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **October 26, 2021**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2021-2022 Supply of Aluminum Sulfate for Wastewater Treatment Chemical for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreement; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-86**
APPLICANT:
PLANNER:

DISCUSSION:

The City's Public Works Department utilizes aluminum sulfate for the treatment of the wastewater through piggybacking the Peace River Regional Water Supply Facility's contract with C&S Chemicals.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

> The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is the be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

Piggyback Agreements

Peace River Regional Water Supply Facility issued a competitive bid for the acquisition of Aluminum Sulfate. The bid award was issued to C&S Chemicals. This vendor has offered to provide this product to Holly Hill under the same competitively bid price agreement with an added freight charge to ship to The City of Holly Hill from their facility vs freight to Peace River. This agreement has been extended through March 31, 2022. The purchase of aluminum sulfate is not to exceed $16,866.00.

These chemicals are recommended to be purchased under agreements as follows:

CHEMICAL	VENDOR	PRICE
Aluminum Sulfate	C&S Chemicals	$234.25/dry ton

FISCAL ANALYSIS:

The expenditures related to the purchase of aluminum sulfate is fully budgeted in the utilities budget covering the wastewater divisions. The actual amount of expenditure for aluminum sulfate will vary with use throughout the year as required by the treatment process. Funds are budgeted through the watewater operating supplies account for the water and wastewater divisions.

STAFF RECOMMENDATION:

Approve price agreements for the purchase of Fiscal Year 2021-2022 supply of aluminum sulfate for wastewater treatment chemical for the Public Works Department and authorize the City Manager to execute necessary price agreements.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR

2021-2022 SUPPLY OF ALUMINUM SULFATE FOR WASTEWATER TREATMENT CHEMICAL FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS.

ATTACHMENTS:

- Peace River Manasota extended contract with C&S Chemicals (PDF)
- peace river chemical bid award C&S (PDF)
- peace river contract C&S (PDF)
- Holly Hill Peace River Manasota Regional Contract (PDF)
- Holly Hill Peace River Manasota Regional Contract (PDF)

Resolution No. 2021-86

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2021-2022 SUPPLY OF ALUMINUM SULFATE FOR WASTEWATER TREATMENT CHEMICAL FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING THE PEACE RIVER REGIONAL WATER SUPPLY FACILITY'S CONTRACT WITH C&S CHEMICALS FOR THE PURCHASE OF THE FISCAL YEAR 2021-2022 SUPPLY OF ALUMINUM SULFATE FOR WASTEWATER TREATMENT CHEMICAL FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of aluminum sulfate for wastewater treatment; and

WHEREAS, the City has secured pricing agreements utilizing piggyback procurement method permitted under the City's purchasing guidelines; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City Commission approves the price agreement for the purchase of Fiscal Year 2021-22 supply of aluminum sulfate for wastewater treatment chemical for the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve the price agreement for the purchase of the Fiscal Year 2021-22 supply of aluminum sulfate for wastewater treatment chemical for the Public Works Department and authorizes City Manager to execute any necessary price agreements.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of OCTOBER, 2021.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Priscilla Trace
Manatee County

Hon. Ken Doherty
Charlotte County

Hon. Elton A. Langford
DeSoto County

Hon. Alan Maio
Sarasota County

Patrick J. Lehman, P.E., Executive Director

December 21, 2020

Mr. Mike Chandler
C & S Chemicals, Inc.
4180 Providence Rd. Suite 310
Marietta, Ga. 30060

RE: Peace River Manasota Regional Water Supply Authority
Contract for Purchase of Goods effective April 1, 2019
Aluminum Sulfate Contract Extension

Mr. Chandler:

The current contract for Aluminum Sulfate between Peace River Manasota Regional Water Supply Authority (Authority) and C & S Chemicals, Inc. expires on March 31, 2021. The terms of the original Agreement outlined in Article 17. Contract Term, provide for a contract extension as outlined below:

> *"Term of this contract is for one (1) year commencing on April 1, 2019 through March 31, 2020 and may be extended for two (2) one (1) year periods upon mutual written agreement of both parties.*
>
> *Written agreement for each contract extension shall be approved no later than January 15 for the ensuing contract year. All terms including ARTICLE 4. PRICES shall remain the same."*

By written confirmation the Contract can be extended for two years, one year at a time, upon mutual agreement of the parties. As such, the Authority requires written confirmation per Article 17 of the Contract no later than January 15, 2020 that C & S Chemicals, Inc. agrees to exercise this contract extension effective April 1, 2021 through March 31, 2022. Please accept this letter as the Authority's request to exercise this option to extend this contract for one year to March 31, 2022. Please indicate your acceptance of this contract extension by signing and returning Page 2 below.

If you should have any questions or concerns please contact me at 863-993-4565.

Regards,

Richard T. Anderson
System Operations Manager

cc: Ann Lee, Finance and Administration Manager
Rachel Kersten, Agency Clerk

Attachment: Peace River Manasota extended contract with C&S Chemicals (2021-R-86 : Water and Wastewater Treatment Plant Annual

Contract Renewal Extension
C & S Chemicals, Inc.
Page Two

C & S Chemicals, Inc. agrees to extend the current contract for Aluminum Sulfate for a period of one year effective April 1, 2021 through March 31, 2022 under the same terms and conditions outlined in the original contract agreement.

By: _____
Signature

Mike Chandler
Name (Please Print)

Vice President
Title

12/22/20
Date

Attachment: Peace River Manasota extended contract with C&S Chemicals (2021-R-86 : Water and Wastewater Treatment Plant Annual

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019

CONSENT AGENDA
ITEM 5

Award Contracts for Purchase of Water Treatment Chemicals

Recommended Action -

Motion to award and authorize Executive Director to execute Contracts for Purchase of Water Treatment Chemicals with the recommended lowest responsible and responsive bidders.

Water treatment chemicals were bid in accordance with the Authority's Procurement Policy and staff recommends award of contracts to the lowest responsible and responsive bidders as listed below. Contracts are for an initial term of one year (April 1, 2019 through March 31, 2020), and are eligible for up to two (2) one-year extensions upon mutual consent of the parties.

Bid Item	Chemical	Recommended Bidder	Unit Cost
No. 1	Aqua Ammonia	Airgas Specialty Products, Inc.	$0.5054 per gal.
No. 2	Aluminum Sulfate	C&S Chemicals	$207.67 per ton
No. 3	Sodium Hypochlorite	Allied Universal Corporation	$0.442 per gal.

Budget Action: None.

Attachments:
Tab A Notice of Award
Tab B Bid Tab and Chemical Price Comparison
Tab C Sample Contract for Purchase of Water Treatment Chemicals

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

TAB A
Notice of Award

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

NOTICE OF INTENDED DECISION

Water Treatment Chemicals
(Bid Opening Date: March 12, 2019)

Recommended Action - **Award Purchase Contracts for Water Treatment Chemicals to the recommended lowest responsible and responsive bidders.**

Water treatment chemicals were bid in accordance with the Authority's Procurement Policy. Bids were opened on March 12, 2019.

Staff recommends the Authority Board of Directors award contracts to the lowest responsible and responsive bidders as listed below at the Authority Board meeting on April 3, 2019. Bid tabulation is attached.

Bid Item	Chemical	Recommended Bidder	Unit Cost
No. 1	Aqua Ammonia	Airgas Specialty Products, Inc.	$0.5054 per gallon
No. 2	Aluminum Sulfate	C & S Chemicals	$207.67 per ton
No. 3	Sodium Hypochlorite	Allied Universal Corporation	$0.442 per gallon

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Posted: March 15, 2019

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

TAB B
Bid Tab & Chemical Price Comparison

Peace River Manasota
Regional Water Supply Authority

BID OPENING
Water Treatment Chemicals 2019
March 12, 2019 @ 2:00 PM
9415 Town Center Pkwy, Lakewood Ranch, FL 34202

BID TABULATION SHEET

Company Name:	Time Bid Opened:	Total Bid Amount: Item No. 1 Aqua Amonia ($/gal)	Total Bid Amount: Item No. 2 Aluminum Sulfate ($/ton)	Total Bid Amount: Item No. 3 Sodium Hypochlorite ($/gal)
Tanner Industries Inc	2:00 pm	.60 /gal		
Airgas	202 pm	.5054 /gal		
Chemtrade	203 pm		$275.00 /ton	
Thatcher Chemical of Florida	203 pm		$237.88 /ton	
Univar USA	204 pm	no bid		
Allied Universal	205 pm			.442 /gal
C&S Chemicals	206 pm		$207.07 /ton	

Bids Opened By: Ann Lee Finance & Administration Manager
Name & Title

Signature

Witnessed By: Rachel Kersten/agency clerk
Name & Title

Rachel Kersten
Signature

Price Comparison

Chemical	Current Price	New Bid Price
Aqua Ammonia	$0.5054/gallon	$0.5054/gallon
Aluminum Sulfate (Alum)	$170.00/ton	$207.67/ton
Sodium Hypochlorite	$0.468/gallon	$0.442/gallon

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

TAB C
Contract

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

CONTRACT FOR PURCHASE OF GOODS
WATER TREATMENT CHEMICALS

This Contract for Purchase of Goods, Water Treatment Chemicals, hereinafter referred to as the "Agreement", is made and entered into on _____, 2019, between PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, hereinafter referred to as "Authority", and _____ hereinafter referred to as "Seller".

WHEREAS the Authority desires to engage the Seller to provide water treatment chemicals for the Peace River Regional Water Supply Facility, hereinafter referred to as the "Peace River Facility" on an as-needed basis for a fixed price; and

WHEREAS the Seller desires to supply water treatment chemicals as described herein, and has the experience, personnel, and resources to provide these chemicals in a timely manner.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

ARTICLE 1. INTEGRATED AGREEMENT

The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to its terms and as a complete and exclusive statement of its terms. The recitations are incorporated herein by reference.

ARTICLE 2. DESCRIPTION OF GOODS

The Seller undertakes to transfer ownership, sell, and deliver possession to the Authority, and the Authority shall pay for, buy and accept the following water treatment chemicals:

_____

_____

_____

_____

These chemicals are to be furnished firm FOB destination price for the delivery and unloading of water treatment chemicals at the Peace River Facility located in DeSoto County as set forth in the Bid Documents and hereinafter referred to as the "goods" or “chemicals”.

ARTICLE 3. TIME AND PLACE OF DELIVERY

Delivery of the goods shall occur within five (5) business days of being requested by the Authority except for powder activated carbon which shall be delivered within ten (10) business days upon receipt of request for goods by the Authority.

The goods shall be delivered to and unloaded at the Peace River Facility, 8998 SW County Road 769, Arcadia, Florida 34269 (“place of delivery”). Time is of the essence and the Seller shall be held strictly to the delivery date from the receipt of the purchase order. Chemicals not delivered by the date specified shall justify the Authority's option to terminate the contract. All deliveries shall be made between the hours of 8:00 A.M. and 3:00 P.M. EST, Monday through Friday, excluding holidays, unless otherwise agreed to by the Authority.

Seller confirms that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority. Certified weight or volume (as applicable to unit costs) tickets are required with each delivery. The Seller shall provide a separate delivery ticket for each delivery and shall obtain an authorized signature from the Authority. At least one copy of the delivery ticket and corresponding

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

weight or volume (as applicable to unit costs) ticket shall be provided to the Authority with each delivery.

Each individual purchase shall be assigned a Purchase Order. Separate invoicing shall be required for each delivery, showing the Purchase Order number. Seller shall also comply with all requirements of the Safety Measures attached hereto as Exhibit E.

ARTICLE 4. PRICE

The unit prices, FOB destination quoted by the Seller in its Bid Form, and attached as Exhibit A, shall be considered firm throughout the term of the Agreement. The prices quoted shall be used for payment and shall include payment in full for all transportation, labor, equipment and other costs used in delivering all goods to the point of delivery and the unloading of such goods. There shall be no cost adjustments.

Storage tanks, where required, for goods offered under this Agreement shall be furnished by the supplier(s) at the Authority's option on loan, and at no cost to the Authority. Estimated quantities are not guaranteed. The Authority is not obligated to make any minimum quantity purchases from the Seller during the Agreement term.

ARTICLE 5. CANCELLATION

Failure by the Seller to comply with terms of this Agreement shall be deemed a breach of contract claim against Seller and shall, at the Authority's sole and absolute discretion, result in the cancellation of this Agreement in accordance with ARTICLE 19. TERMINATION.

ARTICLE 6. COMPENSATION

The Seller shall prepare and submit to the Authority invoices for goods delivered. The Executive Director, or the Executive Director's designee, shall approve payment

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

after verifying delivery is in compliance with all requirements of this Agreement. Payment shall be made in accordance with the Part VII of Chapter 218, Florida Statutes, Florida Prompt Payment Act. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Seller as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Seller to the Authority against any payments due the Seller under this Agreement.

ARTICLE 7. SELLER'S ASSIGNMENT OF PAYMENT

The Seller may not assign the right to receive payment from the Authority.

ARTICLE 8. EXPRESS WARRANTY

In addition to any implied warranties of the Uniform Commercial Code, the Seller warrants to the Authority that the goods being sold under this Agreement shall strictly meet the specifications in Exhibit D.

ARTICLE 9. RIGHT OF INSPECTION

The Authority shall have the right to inspect the goods at the time and place of delivery, before payment or acceptance.

ARTICLE 10. ALLOCATION OF RISK OF LOSS

Any risk or loss associated with the goods remains with the Seller until the time of acceptance of the goods by the Authority at the place of delivery.

ARTICLE 11. REJECTION OF NONCONFORMING GOODS

Rejection of goods for failure to conform to the requirements of this Agreement must be made within thirty (30) days after their delivery and inspection. The Authority shall send written notification of the rejection to the Seller. The notice must state the

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected.

On receipt of notification of rejection, the Seller shall immediately arrange for the return shipment of the goods at the Seller's expense. The Seller shall ship replacement conforming goods, at no additional cost to the Authority, within ten (10) business days of the notice of rejection unless the Authority notifies the Seller to forgo the shipment before that date.

ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY

In addition to any of the remedies provided under the Uniform Commercial Code, if the Seller is unable to provide services because of breakdown, product scheduling, lack of product or equipment, then the Authority may, on an order basis, go to another supplier and the Seller recognizes that this Agreement is not an exclusive contract to purchase chemicals.

ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER

The exclusive remedies of the Seller under this Agreement are to have any goods not paid for returned to the Seller, or to receive, on demand, the purchase price for any goods not paid for in accordance with the terms of this Agreement and not returned within sixty (60) days of the demand.

ARTICLE 14. WAIVER

No claim or right arising out of a breach of this Agreement can be discharged by the Authority in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration, is in writing, and is signed by the Executive Director or appointed designee.

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

ARTICLE 15. SELLER'S DELEGATION

The Seller may not delegate its performance in the delivery of goods under this Agreement without the prior written consent of the Authority. Written consent shall be in Authority's sole discretion, and if granted, shall be given once the Authority has received satisfactory assurances that the quality of goods being substituted shall be equivalent to that of the contract goods, that all terms of the Contract Documents are complied with, and that the delegation shall not otherwise adversely affect the Authority's rights and obligations with regard to other sellers.

ARTICLE 16. SELLER'S INSURANCE REQUIREMENTS

The Seller shall, at all times during the term of this Agreement, secure and maintain the following forms and amounts of insurance coverage during the life of this Agreement:

- *Workers' Compensation and Employer's Liability Insurance*. The Seller shall secure and maintain Workers' Compensation insurance for all employees employed including supervision, administration, and management personnel. All such insurance shall comply with Florida Workers' Compensation Law. Coverage shall include a waiver or subrogation clause in favor of the Authority. Seller shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law.

The liability limits shall be not less than:

Workers' compensation	Statutory
Employers' liability	$100,000 each occurrence $500,000 Disease – Policy Limit $100,000 Disease – Each Employee

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

- *Business Automobile and Public Liability Insurance*. The Seller shall secure and maintain Business Automobile and Public Liability insurance that shall be occurrence type, written in comprehensive form, and shall include Seller's owned, non-owned, and hired motor vehicle coverage. Seller shall secure and maintain other Public Liability insurance against all other Bodily Injury, Property Damage, and Personal Exposures. Additionally, Seller shall be required to carry Public Liability coverage including: (1) On and Off Premises Operation Liability; (2) Personal Injury Liability Insurance; and (3) Independent Contractor Liability. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis.

  The liability limits shall be not less than:

Business Automobile & Public Liability Insurance	$1,000,000 combined single limit for each occurrence

- *Commercial General Liability Insurance*. Seller shall secure and maintain Commerical General Liability Insurance that shall be occurrence type, written in comprehensive form, and shall protect Seller, and Authority as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of the provision of good under this Agreement. This policy must include a pollution liability coverage. The policy shall also include a per project aggregate limit endorsement, personal injury liability coverage, contractual liability coverage, and products liability coverage, and coverage for blasting, explosion, collapse of buildings, and damage to underground property.

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

The liability limits shall be not less than:

Bodily Injury and Property Damage	$1,000,000 combined single limit for each occurrence

All insurance policies, except the Workers' Compensation policy, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Seller shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy. Seller has provided Authority with Certificates of Insurance for all policies in compliance with this Agreement prior to the execution of this Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement. Failure of Seller to maintain said insurance coverage shall be deemed a breach of the terms of the Agreement and may, at Authority's sole and absolute discretion, result in the immediate termination of this Agreement. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Seller by certified mail. Seller shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to term of this Agreement, renewal Certificates of Insurance

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

shall be furnished thirty (30) days prior to the date of their expiration. Failure of Authority to demand such certificates or other evidence of Seller's full compliance with these insurance requirements or failure of Authority to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.

ARTICLE 17. CONTRACT TERM

Term of this contract is for one (1) year commencing on April 1, 2019 through March 31, 2020 and may be extended for two (2) one (1) year periods upon mutual written agreement of both parties.

Written agreement for each contract extension shall be approved no later than January 15 for the ensuing contract year. All Agreement terms, including ARTICLE 4. PRICES, shall remain the same through the term of any extension.

ARTICLE 18. CONTRACT DOCUMENT

The Contract Documents that comprise the contract between the Authority and the Seller are attached hereto and made a part hereof and consists of the following:

- This Agreement;
- Bid Form, attached as Exhibit A;
- Invitation to Bid, attached as Exhibit B;
- Instruction to Bidders, attached as Exhibit C;
- Technical Specifications, including the Minimum Specifications for Water Treatment Chemicals, attached as Exhibit D;
- Safety Measures, attached as Exhibit E;
- Any addenda to the Bid Documents, if applicable, attached as Exhibit F; and

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

- Any written amendments or modification to this Agreement.

ARTICLE 19. TERMINATION

This Agreement may be terminated by the Authority, without cause, upon seven (7) days written notice. In the event the Agreement is terminated by Authority, the duties and obligations of Seller under the following provisions shall survive termination and continue in full force and effect:

1. ARTICLE 10. ALLOCATION OF RISK OF LOSS;
2. ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY;
3. ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER;
4. ARTICLE 19. TERMINATION;
5. ARTICLE 20. GOVERNING LAW; and
6. ARTICLE 24. INDEMNIFICATION.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Uniform Commercial Code - Sales. Wherever the term “Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Agreement.

Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs and reasonable attorneys' fees shall be paid to the prevailing party. The venue of any litigation resulting out of this Agreement shall be in the county or circuit court, whichever is applicable, in and for Manatee County, Florida.

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

ARTICLE 21. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of its parties and their partners, successors, assigns and legal representatives when permitted by this Agreement.

ARTICLE 22. NON-EXCLUSIVITY

This is not an exclusive contract. The Authority has the right to contract with other suppliers for the purchase of water treatment chemicals described in Exhibit B from one or more suppliers.

ARTICLE 23. MODIFICATION

This Agreement may be modified only in writing and signed by both parties or their duly authorized agents.

ARTICLE 24. INDEMNIFICATION

The Seller shall indemnify and save the Authority, its agents, servants and employees harmless from and against any claim, costs, including its attorney's fees, or cause of action of whatsoever kind or nature caused by negligent error, omission or act of the Seller, its agents, servants or employees in the performance of this Agreement.

ARTICLE 25. INDEPENDENT CONTRACTOR

The Seller expressly warrants that it will not represent at any time or in any manner that the Seller or any of its agents, servants or employees are agents, servants or employees of the Authority. It is understood and agreed that the Seller is, and shall at all times remain as to the Authority, a wholly independent contractor and that the Seller's obligations to the Authority are solely as prescribed by this Agreement. It shall be the responsibility of the Seller to assure compliance with local, state or federal laws

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

and regulations or other requirements as each may apply to the sale, delivery and goods purchased pursuant to this Agreement.

ARTICLE 26. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 27. SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is 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 has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. By signing this Agreement, Seller certifies that it is not currently on either of the aforementioned lists and agrees to notify the Authority if placement on either list occurs. If Seller submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Seller, which may result in a penalty equal to the greater of $2 million or twice the fee resulting from this Agreement and all reasonable attorney's fees and costs. The Authority may also terminate the Agreement if the Seller is deemed to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

ATTEST:

Peace River Manasota
Regional Water Supply Authority

_____

_____
Patrick J. Lehman, Executive Director

WITNESS

SELLER:

By: _____

_____

By: _____

_____
Print Name & Title

APPROVED AS TO FORM:

_____
Douglas Manson, General Counsel
Peace River Manasota
Regional Water Supply Authority

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

EXHIBIT A

BID FORM
WATER TREATMENT CHEMICALS

Bidder's contact person for additional information on this bid.

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMAIL: _____

FAX: _____

STREET ADDRESS IF DIFFERENT FROM ABOVE:

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter referred to as the "Bidder", declares that the only persons or parties interested in this bid proposal are those named herein, that this bid proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Authority, and that the bid proposal is made without any connection or collusion with any person submitting another bid proposal on this Contract for Purchase of Goods.

If this Bid is awarded to Bidder, Bidder agrees to acknowledge the terms and conditions of the attached Contract for Purchase of Goods, Water Treatment Chemicals, ("Contract") and agrees to return a signed Contract and the required Certificate of Insurances to the Authority within fifteen (15) calendar days after receipt of the Notice of Award.

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Bidder hereby acknowledges receipt of Addenda No.'s, if any, _____, _____, _____, (Bidder shall insert No. of each Addendum Received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that this bid proposal(s) includes all impacts resulting from said addenda.

Bidder agrees that any and all applicable federal, state, and local sales and use taxes that are incurred by the Bidder are included in the bid. The Authority is tax exempt.

Award shall be made to the lowest responsible and responsive bidder(s) whose bid is determined to be the most advantageous to the Authority. Bidders may submit a bid for one or more of the bid items. Each bid item shall be awarded to the lowest responsive and responsible bidder(s) for that bid item. This shall not be an exclusive contract and the Authority reserves the right to enter into contracts with other suppliers of water treatment chemicals and to purchase water treatment chemicals from one or more suppliers.

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

The following Bid Prices shall be in effect for one (1) year from April 1, 2019 through March 31, 2020:

BID ITEM	DELIVERY METHOD	EST. OF ANNUAL QUANTITY	UNIT	UNIT PRICE
Item No. 1 Aqua Ammonia	Bulk Delivery	100,000	Gallon	$ _____
Item No. 2 Aluminum Sulfate	Bulk Delivery	7,500	Dry Ton	$ _____
Item No. 3 Sodium Hypochlorite	Bulk Delivery	700,000	Gallon	$ _____

Delivery time shall not exceed five (5) working days upon receipt of request for goods by the Authority.

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

The names of the principal officers of the corporation submitting this bid proposal, or of the partnership, or of all persons interested in this bid proposal as principals are as follows:

_____ _____

_____ _____

_____ _____

_____ _____

DATED this _____ day of _____, 2019.

Bidder: _____
CORPORATE SEAL
IF APPLICABLE

By: _____
Signature

_____
Print Name and Title

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

IF NOT A CORPORATION

STATE OF FLORIDA
COUNTY OF _____

Before me this day personally appeared _____ (Name of Bidder) _____ (Title) and _____ (Name of Bidder) _____(Title) of (Address) _____, Florida _____ to me well known to be the persons described herein and who executed the foregoing instrument and who acknowledges that said execution was done freely and voluntarily for the uses and purposes therein expressed.

Witness my hand and seal this _____ day of _____, 2019.

My Commission expires: _____

[PRINT NAME]
Notary Public
Commission No.

IF CORPORATION

STATE OF FLORIDA
COUNTY OF _____

Before me this day personally appeared _____ (Name of Bidder) _____ (Title) and _____ (Name of Bidder) _____ (Title) of (Address) _____, Florida _____ to me well known to be the persons described herein and who executed the foregoing instrument and who acknowledges that they did so as officer(s) of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this _____ day of _____, 2019.

My Commission expires: _____

[PRINT NAME]
Notary Public
Commission No.

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

PUBLIC ENTITY CRIMES STATEMENT

Sworn Statement Under Section 287.133(3)(a), Florida Statues,
on Public Entity Crimes

THIS STATEMENT MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Peace River Manasota Regional Water Supply Authority by

_____
(Print individual's name and title)

for

_____
(Print name of entity submitting sworn statement)

whose business address is

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is

_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____).

2. I understand that a 'public entity crime' as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that 'convicted' or 'conviction' as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

   a. A predecessor or successor of a person convicted of a public entity crime; or

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

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

5. I understand that a 'person' as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term 'person' includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies]**

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list**. [attach a copy of the final order]**

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO of any change in the information contained in this form.

BIDDER:

_____
(Signature) (Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or produced _____ as identification.

My Notary Commission Seal:

Name typed/printed:_____

Notary Public, State of: _____

Commission No: _____

My commission expires _____

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

EXHIBIT B

INVITATION TO BID
WATER TREATMENT CHEMICALS

The Peace River Manasota Regional Water Supply Authority ("Authority") is requesting sealed bids for the purchase of water treatment chemicals and will receive sealed bids addressed to the attention of Procurement Officer at the Authority's Administrative Office at the address listed below no later than 2:00 P.M. EST, March 12, 2019.

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
(941) 316-1776

All bids that have been received in accordance with the Invitation to Bid will be publicly opened immediately following the above stated time and date for receipt of bids. Bids received after the scheduled closing time for submission of bids will be returned unopened.

The Authority is seeking to purchase the following water treatment chemicals:

- Aqua Ammonia
- Aluminum Sulfate (Alum)
- Sodium Hypochlorite

Bids shall be firm FOB destination price for the purchase, delivery, and unloading of water treatment chemicals at the Peace River Facility located in DeSoto County as set forth in the Bid Documents. All bids are to be firm price for a period of one (1) year commencing on April 1, 2019.

A Copy of the Bid Documents may be obtained at no charge by contacting Rachel Kersten at the above referenced address and phone number or e-mail at peaceriver@regionalwater.org.

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

EXHIBIT C

INSTRUCTIONS TO BIDDERS
WATER TREATMENT CHEMICALS

Bid Submittal

The Peace River Manasota Regional Water Supply Authority ("Authority") is requesting sealed bids for the purchase of water treatment chemicals and will receive sealed bids addressed to the attention of Procurement Officer or at the Authority's Administrative Office at the address listed below no later than 2:00 P.M. EST, March 12, 2019.

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
(941) 316-1776

Copies of Bid Documents

The Invitation to Bid, Instructions to Bidders, Bid Form and contract are collectively known as the "Bid Documents." A copy of the Bid Documents may be obtained at no charge by contacting Rachel Kersten at the above address and phone number or email at peaceriver@regionalwater.org. The Authority may also use DemandStar , a third party provider, to distribute proposals. Visit the DemandStar website at www.DemandStar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority.

Bid Delivery Requirements

Any bid received after 2:00 P.M. EST, March 12, 2019 will not be opened or considered. It shall be the sole responsibility of the bidder to have bid delivered to the Authority's Administrative Office for receipt on or before the above-stated date and time. Immediately following the scheduled closing time for submission of Bids, all Bids received on time will be opened publicly and read aloud. Bids received after the scheduled closing time for submission will be returned unopened.

Bid Document Clarification & Addenda

Each bidder shall examine all Bid Documents and shall judge all matters relating to the adequacy and accuracy of such documents. Inquiries or requests concerning interpretation, clarification, or additional information pertaining to the Bid Documents shall be made through the Procurement Officer at:

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
(941) 316-1776.

The Authority shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum is the only official

method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to the Bid Documents, the Authority will attempt to notify all prospective bidders who have secured same via electronic mail; however, it shall be the responsibility of the bidder, prior to submitting a bid, to contact the Authority Procurement Officer at (941) 316-1776 to determine if addenda were issued and to make such addenda a part of its bid.

Bid Submittal Sealed & Marked

Bidder shall provide (1) one signed copy of bid on bid forms provided by the Authority; (2) affidavit of compliance with the American Water Works Association's standards and these specifications; and (3) all items shall be submitted in an opaque sealed package clearly marked on the outside **"Sealed Bid - Water Treatment Chemicals"** along with the name and address of bidder. If the bid is mailed or sent by some other delivery system, place items in a sealed envelope enclosed in a separate envelope marked as stated above and address to:

Attention: Procurement Officer
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Bid Opening Location

Bids will publicly be opened by the Procurement Officer at the Authority's Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, immediately following the above-stated time and date for receipt of bids.

Legal Name

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, individual) and the email address of the bidder's contact person. Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind bidder to the submitted bid.

Bid Expenses

All expenses for making bids to the Authority are to be borne by the bidder.

Irrevocable Offer

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn upon official closing of bids shall constitute an irrevocable offer for a period of ninety (90) days to sell to the Authority the goods or services set forth in the attached specifications until one (1) or more of the bids have been duly accepted by the Authority through the execution of a contract.

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

Buy American

The Authority gives preference to American-produced water treatment chemicals, as follows:

a. All materials or water treatment chemicals supplied to the Authority shall be manufactured in the United States.

b. All water treatment chemicals supplied to the Authority shall be manufactured in the United States and shall be substantially comprised of materials or supplies mined, produced, or manufactured in the United States.

c. The requirement of paragraphs (a) and (b) above shall not apply in the event the Authority determines that:
   i. materials, supplies and products mined, produced or manufactured in the United States are not available in sufficient and reasonably available quantities and of a satisfactory quality; or
   ii. Complying with requirement of supplying American materials, supplies, and products will increase cost to the Authority by more than ten percent (10%).

Award of Contract

The Authority reserves the right to reject any and all bids as may be deemed necessary by the Authority, in its sole and absolute judgment, to be in its best interest.

a. The Authority reserves the right to waive any and all informalities in the bidding process. The Authority reserves the right to waive any and all mistakes, errors, or noncompliance with the requirements of these bidding documents, which may be committed by the bidder or bidders, when it is deemed by the Authority to be in the best interest of the Authority.

b. The Authority reserves the right to reject any nonconforming, unresponsive, unbalanced, or conditional bids.

c. The Authority reserves the right to reject the bid of any bidder if the Authority believes it would not be in the best interest of the Authority to make an award to that bidder. The Authority reserves the right to reject the bid of any bidder because the bid is not responsible or responsive, or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Authority. The Authority shall have the sole discretion to determine which factors it deems significant in its determination as to qualifications.

d. The Authority reserves the right to reject the bid of any bidder who, in the Authority's judgment, has failed to take adequate affirmative steps to promote equal employment opportunities.

e. It is the intent of the Authority to award the contract for each Bid item to the lowest responsible and responsive Bidder provided that the bid has been submitted in accordance with the requirements of the Bidding Documents. The Authority reserves the right to waive informalities or irregularities in any bid and to accept bid(s) that is, in the Authority's judgment, in the Authority's best interest.

Reserved Rights

The bid of the lowest responsive and responsible bidder for each item will be accepted, unless all bids are rejected, provided that this shall not be an exclusive contract and the Authority reserves the right to enter into contracts with other suppliers of water treatment chemicals and to purchase water treatment chemicals from one (1) or more suppliers. The lowest responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality that conforms to the quality of goods and/or services set forth in the attached specifications or otherwise required by the Authority, and who is known to be fit and capable to perform the bid as made. To be responsive, a bidder shall submit a bid that conforms in all material respects to the requirements set forth in the Bid Documents. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract.

The Authority also reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the Authority deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements; verification of availability of equipment and personnel; and past performance records.

Procurement Policy and Bid Protest

Bidder is hereby placed on notice of the existence of the Peace River Manasota Regional Water Supply Authority Procurement Policy, December 2018 (or latest revision), and is considered to be on constructive notice of all provisions contained therein. A copy is available at the Authority's Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and on the Authority's website at www.regionalwater.org.

After issuance of an invitation for bids, a request for proposals, a request for qualifications, or other solicitation, or during renegotiation of an existing contract, prospective bidders or their agents, representatives or persons acting at the request of such bidders are prohibited from contacting members of the Authority Board of Directors and Executive Director or any members of a selection or negotiation committee until after the final recommendation is presented to the Board for approval or when the solicitation has been canceled or terminated. Any questions concerning a solicitation shall be directed only to the person designated by the Executive Director. Failure to adhere to this requirement may make the bidder ineligible for selection at the discretion of the Authority.

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Bidder acknowledges familiarity with the established purchasing procedures of the Authority and more specifically sections regarding Competitive Sealed Bidding, Appeals and Remedies, and Ethics in Public Contracting including gratuities and kickbacks as detailed in the Procurement Policy.

Disputes regarding the bidding process shall be resolved in accordance with the policies and procedures contained in the Procurement Policy.

The Authority shall post the bid tabulation and intended decision for award on the Authority's website at *www.regionalwater.org*.

Bidders are hereby notified failure to file a protest with respect to the terms, conditions, and specifications contained in the Bid Documents or intended decision for award of the contract to the successful bidder(s) within the times prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver to the bid protest proceedings under Chapter 120, Florida Statutes. Further, bidders are also notified that failure to file a protest within the times prescribed in the Authority's Procurement Policy shall constitute a waiver to the bid protest proceedings provided under such policy. Any bid protest that is not timely shall be dismissed.

Public Entity Crimes

Pursuant to Subsection 287.133(2)(a) and (3)(a), Florida Statutes, a person or an affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendors list.

Bidder shall submit with its bid a Public Entity Crimes Form.

Discriminatory Vendor List

Pursuant to Subsection 287.134(2)(a) and (3)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; mat not submit bids, proposals, or replies on leases or real property to a public entity; mat 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.

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Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is 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 has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. Bidder may not submit a bid if it is on the aforementioned lists. By submitting a bid, bidder certifies that it is not on the aforementioned lists.

Code of Ethics

With respect to this bid, if any bidder violates or is a party to a violation of Chapter 10 of the Authority's Procurement Policy, or Chapter 112, Part III, Florida Statutes, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Authority. A copy of the State Ethics Code is available at the Authority's Administrative Office.

Collusion

By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this bid:

a. Any price and/or cost data submitted has been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;

b. Any price and/or cost data quoted for this bid has not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;

c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

d. The only person or persons interested in this bid, principal or principals is/are named therein and no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and

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e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Seller for the purpose of doing business.

Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a bid shall be on forms supplied by the Authority (or reciprocal entity identified in the contract documents).

Bid Forms, Variances, Alternates

The Bid Form is included with the Bid Documents. Bids must be submitted on the Bid Form contained in these bid documents, although additional information may be attached. Bidders must fully comply with the specifications, terms, and conditions contained in these bid documents.

The Bid Form shall be completed in ink and the signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A bid may be submitted for one or more chemicals on the same Bid Form. A bid item left blank shall be interpreted as a 'no bid' for that bid item.

A bid by a corporation shall be executed in the corporate name by the president of a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature. A bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

ESTIMATED QUANTITIES

To the extent that the Bid Form or any of the Contract Documents contain any estimates of quantities of materials, such estimates are not guaranteed and may not be relied upon by bidder in submitting a bid.

Basis of Bid; Comparison of Bids

Bid prices shall be in unit price as indicated on the Bid Form.

Discounts

Any and all discounts must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

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Descriptive Information

Unless otherwise specifically provided in the specifications, all equipment, materials, and articles provided to the Authority in accordance with the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

Taxes

The Authority is exempt from state sales taxes (Florida Sales Tax Exempt Certificate No. 85-8012587856C-5). Therefore, the bidder is prohibited from delineating a separate line item in its bid for sales or service taxes. The Authority does not intend to imply the bidder has no independent tax liability for services that are performed pursuant to this award.

Quality Guarantee

If any product delivered does not meet applicable specifications, or if the product will not produce the effect the supplier represents to the Authority, the supplier shall pick up the product from the Authority at no expense to the Authority. Also, the supplier shall refund to the Authority any money that has been paid for same. The supplier will be responsible for reimbursing the Authority for attorney fees in the event the supplier defaults and court action is required.

Quality Terms

The Authority reserves the right to reject any and all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage.

Use of Trade Names

Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material or equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exceptions taken to the specifications. Failure of any bidder to furnish this data will be cause for rejection of the specified item(s) to which it pertains.

Regulations

It shall be the responsibility of each bidder to assure compliance with any Occupational Safety and Health Administration, Environmental Protection Agency, and other federal,

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

state, and local laws, rules, and regulations as each may apply. All bidders are required to submit a Material Safety Data Sheet with their bid proposal.

Cancellation

It is the intention of the Authority to purchase goods from sources of supply that provides prompt and convenient shipment and service. Any failure of the bidder to satisfy the requirements of the Authority shall be reason for termination of the award and contract.

Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for goods in conjunction with the goods bidder is furnishing. Bidder shall defend all suits or claims for infringement of any patent right and shall save the Authority harmless from loss on account thereof and cost and attorney's fees incurred therefore.

Authorized Product Representation

The successful bidder(s), by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the Authority that the bidder(s) is legally authorized to so submit, and the successful bidder(s) will be legally bound to perform according to the documents.

Equal Employment Opportunity Clause

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of The Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

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EXHIBIT D

TECHNICAL SPECIFICATIONS
WATER TREATMENT CHEMICALS

Item No. 1 - Aqua Ammonia

Aqua Ammonia (Ammonium Hydroxide) is specified for use in the disinfection of potable drinking water. Aqua Ammonia shall be clear and colorless and free from sediment and particles.

1. Aqua Ammonia shall be in accordance with AWWA Standard B306-15 (or latest edition) modified as follows:

    a. Supplier to provide an affidavit of compliance stating that the Aqua Ammonia complies with the applicable provisions of AWWA Standard B306-15 (or latest edition) and these specifications are required.

    b. Aqua Ammonia shall be 19 percent by weight. Tolerance allowed is ± 0.9 percent.

    c. Shipment shall be by bulk tanker truck.

    d. Supplier must provide a receipt with the exact quantity of Aqua Ammonia delivered at the time of delivery.

    e. Supplier shall be responsible for pumping Aqua Ammonia into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.

2. Aqua Ammonia shall meet NSF-60 or 61 as appropriate.

EXHIBIT D

TECHNICAL SPECIFICATIONS
WATER TREATMENT CHEMICALS

Item No. 1 - Aluminum Sulfate

Aluminum Sulfate (liquid) is specified for use in the coagulation of potable drinking water. This chemical is intended specifically for use in coagulation of colored surface water sources.

1. Aluminum Sulfate (Alum) shall be in accordance with AWWA B403-16 (or latest edition) modified as follows:

    a. Affidavit of compliance stating that the Aluminum Sulfate complies with the applicable provisions of AWWA Standard B403-16 (or latest edition) and these specifications are required.

    b. Alum shall be liquid only, of not less than 4.23 percent as AL or 8.0 percent as AL2*O3.

    c. Shipment shall be in bulk tanker truck.

    d. Certificate of Analysis (COA) and Certified weight tickets for each shipment will be required.

    e. Supplier shall be responsible for pumping Aluminum Sulfate into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.

2. Aluminum Sulfate shall meet NSF-60 or 61 as appropriate.

3. Aluminum Sulfate shall be bid on a dry ton basis.

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

EXHIBIT D

TECHNICAL SPECIFICATIONS
WATER TREATMENT CHEMICALS

Item No. 3 – Sodium Hypochlorite

Sodium Hypochlorite is specified for use in the disinfection process of potable drinking water.

1. Sodium Hypochlorite shall be in accordance with AWWA Standard B300-18 (or latest edition) modified as follows:

    a. Affidavit of compliance stating that the Sodium Hypochlorite complies with the applicable provisions of AWWA Standard B300-18 (or latest edition) and these specifications are required.

    b. Sodium Hypochlorite shall be 12 trade percent available chlorine.

    c. Sodium Hypochlorite solution shall be a clear liquid containing not more than 0.15 percent insoluble matter by weight.

    d. Shipment shall be by bulk tanker truck.

    e. Supplier must provide a receipt with the exact quantity of Sodium Hypochlorite delivered at the time of delivery.

    f. Supplier shall be responsible for pumping Sodium Hypochlorite into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.

2. Sodium Hypochlorite shall meet NSF-60. "This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects."

Attachment: peace river chemical bid award C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

EXHIBIT E

SAFETY MEASURES
WATER TREATMENT CHEMICALS

All successful bidders shall supply, in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers). In addition, the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of its responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team, and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Bidder's personnel, equipment, or method of delivery, Bidder shall immediately comply with all applicable terms and conditions of Reauthorization Act of 1986, 42 U.S.C.G. 11001, et seq. (SARA), the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, and Section 403.077, Florida Statutes. The responsibility of compliance with federal and state rules and regulations regarding vendor caused spills or releases shall hold the Peace River Manasota Regional Water Supply Authority harmless for any failure to properly report and/or comply with this provision.

All successful bidders shall provide an appropriate safe handling training course, within the first month of the contract, to all current Peace River Facility operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

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CONTRACT FOR PURCHASE OF GOODS
WATER TREATMENT CHEMICALS

This Contract for Purchase of Goods, Water Treatment Chemicals, hereinafter referred to as the "Agreement", is made and entered into on April 3, 2019, between PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, hereinafter referred to as "Authority", and C & S Chemicals hereinafter referred to as "Seller".

WHEREAS the Authority desires to engage the Seller to provide water treatment chemicals for the Peace River Regional Water Supply Facility, hereinafter referred to as the "Peace River Facility" on an as-needed basis for a fixed price; and

WHEREAS the Seller desires to supply water treatment chemicals as described herein, and has the experience, personnel, and resources to provide these chemicals in a timely manner.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

ARTICLE 1. INTEGRATED AGREEMENT

The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to its terms and as a complete and exclusive statement of its terms. The recitations are incorporated herein by reference.

ARTICLE 2. DESCRIPTION OF GOODS

The Seller undertakes to transfer ownership, sell, and deliver possession to the Authority, and the Authority shall pay for, buy and accept the following water treatment chemicals:

Aluminum Sulfate

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_____

_____

_____

These chemicals are to be furnished firm FOB destination price for the delivery and unloading of water treatment chemicals at the Peace River Facility located in DeSoto County as set forth in the Bid Documents and hereinafter referred to as the "goods" or "chemicals".

ARTICLE 3. TIME AND PLACE OF DELIVERY

Delivery of the goods shall occur within five (5) business days of being requested by the Authority except for powder activated carbon which shall be delivered within ten (10) business days upon receipt of request for goods by the Authority.

The goods shall be delivered to and unloaded at the Peace River Facility, 8998 SW County Road 769, Arcadia, Florida 34269 ("place of delivery"). Time is of the essence and the Seller shall be held strictly to the delivery date from the receipt of the purchase order. Chemicals not delivered by the date specified shall justify the Authority's option to terminate the contract. All deliveries shall be made between the hours of 8:00 A.M. and 3:00 P.M. EST, Monday through Friday, excluding holidays, unless otherwise agreed to by the Authority.

Seller confirms that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority. Certified weight or volume (as applicable to unit costs) tickets are required with each delivery. The Seller shall provide a separate delivery ticket for each delivery and shall obtain an authorized signature from the Authority. At least one copy of the delivery ticket and corresponding weight or volume (as applicable to unit costs) ticket shall be provided to the Authority with each delivery.

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Each individual purchase shall be assigned a Purchase Order. Separate invoicing shall be required for each delivery, showing the Purchase Order number. Seller shall also comply with all requirements of the Safety Measures attached hereto as Exhibit E.

ARTICLE 4. PRICE

The unit prices, FOB destination quoted by the Seller in its Bid Form, and attached as Exhibit A, shall be considered firm throughout the term of the Agreement. The prices quoted shall be used for payment and shall include payment in full for all transportation, labor, equipment and other costs used in delivering all goods to the point of delivery and the unloading of such goods. There shall be no cost adjustments.

Storage tanks, where required, for goods offered under this Agreement shall be furnished by the supplier(s) at the Authority's option on loan, and at no cost to the Authority. Estimated quantities are not guaranteed. The Authority is not obligated to make any minimum quantity purchases from the Seller during the Agreement term.

ARTICLE 5. CANCELLATION

Failure by the Seller to comply with terms of this Agreement shall be deemed a breach of contract claim against Seller and shall, at the Authority's sole and absolute discretion, result in the cancellation of this Agreement in accordance with ARTICLE 19. TERMINATION.

ARTICLE 6. COMPENSATION

The Seller shall prepare and submit to the Authority invoices for goods delivered. The Executive Director, or the Executive Director's designee, shall approve payment after verifying delivery is in compliance with all requirements of this Agreement. Payment shall be made in accordance with the Part VII of Chapter 218, Florida Statutes, Florida Prompt Payment Act. The Authority may, in addition to other remedies available at law or equity,

Attachment: peace river contract C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

retain such monies from amounts due Seller as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Seller to the Authority against any payments due the Seller under this Agreement.

ARTICLE 7. SELLER'S ASSIGNMENT OF PAYMENT

The Seller may not assign the right to receive payment from the Authority.

ARTICLE 8. EXPRESS WARRANTY

In addition to any implied warranties of the Uniform Commercial Code, the Seller warrants to the Authority that the goods being sold under this Agreement shall strictly meet the specifications in Exhibit D.

ARTICLE 9. RIGHT OF INSPECTION

The Authority shall have the right to inspect the goods at the time and place of delivery, before payment or acceptance.

ARTICLE 10. ALLOCATION OF RISK OF LOSS

Any risk or loss associated with the goods remains with the Seller until the time of acceptance of the goods by the Authority at the place of delivery.

ARTICLE 11. REJECTION OF NONCONFORMING GOODS

Rejection of goods for failure to conform to the requirements of this Agreement must be made within thirty (30) days after their delivery and inspection. The Authority shall send written notification of the rejection to the Seller. The notice must state the basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected.

On receipt of notification of rejection, the Seller shall immediately arrange for the return shipment of the goods at the Seller's expense. The Seller shall ship replacement

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conforming goods, at no additional cost to the Authority, within ten (10) business days of the notice of rejection unless the Authority notifies the Seller to forgo the shipment before that date.

ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY

In addition to any of the remedies provided under the Uniform Commercial Code, if the Seller is unable to provide services because of breakdown, product scheduling, lack of product or equipment, then the Authority may, on an order basis, go to another supplier and the Seller recognizes that this Agreement is not an exclusive contract to purchase chemicals.

ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER

The exclusive remedies of the Seller under this Agreement are to have any goods not paid for returned to the Seller, or to receive, on demand, the purchase price for any goods not paid for in accordance with the terms of this Agreement and not returned within sixty (60) days of the demand.

ARTICLE 14. WAIVER

No claim or right arising out of a breach of this Agreement can be discharged by the Authority in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration, is in writing, and is signed by the Executive Director or appointed designee.

ARTICLE 15. SELLER'S DELEGATION

The Seller may not delegate its performance in the delivery of goods under this Agreement without the prior written consent of the Authority. Written consent shall be in Authority's sole discretion, and if granted, shall be given once the Authority has received satisfactory assurances that the quality of goods being substituted shall be equivalent to

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that of the contract goods, that all terms of the Contract Documents are complied with, and that the delegation shall not otherwise adversely affect the Authority's rights and obligations with regard to other sellers.

ARTICLE 16. SELLER'S INSURANCE REQUIREMENTS

The Seller shall, at all times during the term of this Agreement, secure and maintain the following forms and amounts of insurance coverage during the life of this Agreement:

- *Workers' Compensation and Employer's Liability Insurance*. The Seller shall secure and maintain Workers' Compensation insurance for all employees employed including supervision, administration, and management personnel. All such insurance shall comply with Florida Workers' Compensation Law. Coverage shall include a waiver or subrogation clause in favor of the Authority. Seller shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law.

The liability limits shall be not less than:

Workers' compensation	Statutory
Employers' liability	$100,000 each occurrence $500,000 Disease – Policy Limit $100,000 Disease – Each Employee

- *Business Automobile and Public Liability Insurance*. The Seller shall secure and maintain Business Automobile and Public Liability insurance that shall be occurrence type, written in comprehensive form, and shall include Seller's owned, non-owned, and hired motor vehicle coverage. Seller shall secure and maintain other Public Liability insurance against all other Bodily Injury, Property Damage, and Personal Exposures. Additionally, Seller shall be required to carry Public Liability

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coverage including: (1) On and Off Premises Operation Liability; (2) Personal Injury Liability Insurance; and (3) Independent Contractor Liability. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis.

The liability limits shall be not less than:

Business Automobile & Public Liability Insurance	$1,000,000 combined single limit for each occurrence

- *Commercial General Liability Insurance.* Seller shall secure and maintain Commerical General Liability Insurance that shall be occurrence type, written in comprehensive form, and shall protect Seller, and Authority as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of the provision of good under this Agreement. This policy must include a pollution liability coverage. The policy shall also include a per project aggregate limit endorsement, personal injury liability coverage, contractual liability coverage, and products liability coverage, and coverage for blasting, explosion, collapse of buildings, and damage to underground property.

The liability limits shall be not less than:

Bodily Injury and Property Damage	$1,000,000 combined single limit for each occurrence

All insurance policies, except the Workers' Compensation policy, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which

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might be applicable to any loss, the insurance required of Seller shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy. Seller has provided Authority with Certificates of Insurance for all policies in compliance with this Agreement prior to the execution of this Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement. Failure of Seller to maintain said insurance coverage shall be deemed a breach of the terms of the Agreement and may, at Authority's sole and absolute discretion, result in the immediate termination of this Agreement. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Seller by certified mail. Seller shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to term of this Agreement, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration. Failure of Authority to demand such certificates or other evidence of Seller's full compliance with these insurance requirements or failure of Authority to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.

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ARTICLE 17. CONTRACT TERM

Term of this contract is for one (1) year commencing on April 1, 2019 through March 31, 2020 and may be extended for two (2) one (1) year periods upon mutual written agreement of both parties.

Written agreement for each contract extension shall be approved no later than January 15 for the ensuing contract year. All Agreement terms, including ARTICLE 4. PRICES, shall remain the same through the term of any extension.

ARTICLE 18. CONTRACT DOCUMENT

The Contract Documents that comprise the contract between the Authority and the Seller are attached hereto and made a part hereof and consists of the following:

- This Agreement;
- Bid Form, attached as Exhibit A;
- Invitation to Bid, attached as Exhibit B;
- Instruction to Bidders, attached as Exhibit C;
- Technical Specifications, including the Minimum Specifications for Water Treatment Chemicals, attached as Exhibit D;
- Safety Measures, attached as Exhibit E;
- Any addenda to the Bid Documents, if applicable, attached as Exhibit F; and
- Any written amendments or modification to this Agreement.

ARTICLE 19. TERMINATION

This Agreement may be terminated by the Authority, without cause, upon seven (7) days written notice. In the event the Agreement is terminated by Authority, the duties

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and obligations of Seller under the following provisions shall survive termination and continue in full force and effect:

1. ARTICLE 10. ALLOCATION OF RISK OF LOSS;
2. ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY;
3. ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER;
4. ARTICLE 19. TERMINATION;
5. ARTICLE 20. GOVERNING LAW; and
6. ARTICLE 24. INDEMNIFICATION.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Uniform Commercial Code - Sales. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Agreement.

Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs and reasonable attorneys' fees shall be paid to the prevailing party. The venue of any litigation resulting out of this Agreement shall be in the county or circuit court, whichever is applicable, in and for Manatee County, Florida.

ARTICLE 21. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of its parties and their partners, successors, assigns and legal representatives when permitted by this Agreement.

Attachment: peace river contract C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

ARTICLE 22. NON-EXCLUSIVITY

This is not an exclusive contract. The Authority has the right to contract with other suppliers for the purchase of water treatment chemicals described in Exhibit B from one or more suppliers.

ARTICLE 23. MODIFICATION

This Agreement may be modified only in writing and signed by both parties or their duly authorized agents.

ARTICLE 24. INDEMNIFICATION

The Seller shall indemnify and save the Authority, its agents, servants and employees harmless from and against any claim, costs, including its attorney's fees, or cause of action of whatsoever kind or nature caused by negligent error, omission or act of the Seller, its agents, servants or employees in the performance of this Agreement.

ARTICLE 25. INDEPENDENT CONTRACTOR

The Seller expressly warrants that it will not represent at any time or in any manner that the Seller or any of its agents, servants or employees are agents, servants or employees of the Authority. It is understood and agreed that the Seller is, and shall at all times remain as to the Authority, a wholly independent contractor and that the Seller's obligations to the Authority are solely as prescribed by this Agreement. It shall be the responsibility of the Seller to assure compliance with local, state or federal laws and regulations or other requirements as each may apply to the sale, delivery and goods purchased pursuant to this Agreement.

ARTICLE 26. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity,

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illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 27. SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is 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 has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. By signing this Agreement, Seller certifies that it is not currently on either of the aforementioned lists and agrees to notify the Authority if placement on either list occurs. If Seller submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Seller, which may result in a penalty equal to the greater of $2 million or twice the fee resulting from this Agreement and all reasonable attorney's fees and costs. The Authority may also terminate the Agreement if the Seller is deemed to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

Attachment: peace river contract C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

ATTEST:

Peace River Manasota
Regional Water Supply Authority

Patrick J. Lehman, Executive Director

WITNESS

By:

By:

SELLER:

Greg Chandler VP
Print Name & Title

APPROVED AS TO FORM:

Douglas Manson, General Counsel
Peace River Manasota
Regional Water Supply Authority

BOARD APPROVED

APR - 3 2019

Peace River Manasota
Regional Water Supply Authority

Attachment: peace river contract C&S (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase Approval)

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

STANDARD FORM FOR PIGGYBACK CONTRACTS

The City of Holly Hill ("City") enters this "Piggyback" Contract with C& S Chemicals, hereinafter referred to as the "Vendor", under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of Holly Hill allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Peace River Manasota Regional Water Supply Authority, said contract being identified as: Contract for purchase of goods water treatment chemicals, said original contract being referred to as the "original government contract".

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Holly Hill, as follows:

a) Freight charge per dry ton of $26.58 which makes total per dry ton cost of $234.25.

b) Any provisions that ise modified: The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and 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 term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, 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 this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this

Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 248-9441, VALERIE MANNING, CMC, CITY CLERK, CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FLORIDA 32117, CITYCLERK@HOLLYHILLFL.ORG

c) Address change for the City of Holly Hill: Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Holly Hill, attention of City Manager, at City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117. The City Manager's designated representative for this contract is Stella Gurnee, Finance Director, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, telephone number (386) 248-9426, and email sgurnee@hollyhillfl.org.

d) Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Volusia County, Florida. Litigation between the parties arising out of this contract must be in Volusia County, Florida in the Court of appropriate jurisdiction.

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

e) Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Seminole County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

f) All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Holly Hill and the Vendor.

Entered this 24th day of September, 2019.

ATTEST

Authorized Signature

Robert Chandler President

Print Name and Title

C&S CHEMICALS

Authorized Signature

Mike Chandler - Vice President

Print Name and Title

9/11/19

Date

ATTEST

City Clerk

CITY OF HOLLY HILL

Chris Via, Mayor

Date

For the use and reliance of the City of Holly Hill only. Approved as to form and legal sufficiency.

Scott Simpson, City Attorney

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

CONTRACT FOR PURCHASE OF GOODS
WATER TREATMENT CHEMICALS

This Contract for Purchase of Goods, Water Treatment Chemicals, hereinafter referred to as the "Agreement", is made and entered into on April 3, 2019, between PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, hereinafter referred to as "Authority", and C & S Chemicals hereinafter referred to as "Seller".

WHEREAS the Authority desires to engage the Seller to provide water treatment chemicals for the Peace River Regional Water Supply Facility, hereinafter referred to as the "Peace River Facility" on an as-needed basis for a fixed price; and

WHEREAS the Seller desires to supply water treatment chemicals as described herein, and has the experience, personnel, and resources to provide these chemicals in a timely manner.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

ARTICLE 1. INTEGRATED AGREEMENT

The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to its terms and as a complete and exclusive statement of its terms. The recitations are incorporated herein by reference.

ARTICLE 2. DESCRIPTION OF GOODS

The Seller undertakes to transfer ownership, sell, and deliver possession to the Authority, and the Authority shall pay for, buy and accept the following water treatment chemicals:

Aluminum Sulfate

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

_____

_____

_____

These chemicals are to be furnished firm FOB destination price for the delivery and unloading of water treatment chemicals at the Peace River Facility located in DeSoto County as set forth in the Bid Documents and hereinafter referred to as the "goods" or "chemicals".

ARTICLE 3. TIME AND PLACE OF DELIVERY

Delivery of the goods shall occur within five (5) business days of being requested by the Authority except for powder activated carbon which shall be delivered within ten (10) business days upon receipt of request for goods by the Authority.

The goods shall be delivered to and unloaded at the Peace River Facility, 8998 SW County Road 769, Arcadia, Florida 34269 ("place of delivery"). Time is of the essence and the Seller shall be held strictly to the delivery date from the receipt of the purchase order. Chemicals not delivered by the date specified shall justify the Authority's option to terminate the contract. All deliveries shall be made between the hours of 8:00 A.M. and 3:00 P.M. EST, Monday through Friday, excluding holidays, unless otherwise agreed to by the Authority.

Seller confirms that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority. Certified weight or volume (as applicable to unit costs) tickets are required with each delivery. The Seller shall provide a separate delivery ticket for each delivery and shall obtain an authorized signature from the Authority. At least one copy of the delivery ticket and corresponding weight or volume (as applicable to unit costs) ticket shall be provided to the Authority with each delivery.

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Each individual purchase shall be assigned a Purchase Order. Separate invoicing shall be required for each delivery, showing the Purchase Order number. Seller shall also comply with all requirements of the Safety Measures attached hereto as Exhibit E.

ARTICLE 4. PRICE

The unit prices, FOB destination quoted by the Seller in its Bid Form, and attached as Exhibit A, shall be considered firm throughout the term of the Agreement. The prices quoted shall be used for payment and shall include payment in full for all transportation, labor, equipment and other costs used in delivering all goods to the point of delivery and the unloading of such goods. There shall be no cost adjustments.

Storage tanks, where required, for goods offered under this Agreement shall be furnished by the supplier(s) at the Authority's option on loan, and at no cost to the Authority. Estimated quantities are not guaranteed. The Authority is not obligated to make any minimum quantity purchases from the Seller during the Agreement term.

ARTICLE 5. CANCELLATION

Failure by the Seller to comply with terms of this Agreement shall be deemed a breach of contract claim against Seller and shall, at the Authority's sole and absolute discretion, result in the cancellation of this Agreement in accordance with ARTICLE 19. TERMINATION.

ARTICLE 6. COMPENSATION

The Seller shall prepare and submit to the Authority invoices for goods delivered. The Executive Director, or the Executive Director's designee, shall approve payment after verifying delivery is in compliance with all requirements of this Agreement. Payment shall be made in accordance with the Part VII of Chapter 218, Florida Statutes, Florida Prompt Payment Act. The Authority may, in addition to other remedies available at law or equity,

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retain such monies from amounts due Seller as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Seller to the Authority against any payments due the Seller under this Agreement.

ARTICLE 7. SELLER'S ASSIGNMENT OF PAYMENT

The Seller may not assign the right to receive payment from the Authority.

ARTICLE 8. EXPRESS WARRANTY

In addition to any implied warranties of the Uniform Commercial Code, the Seller warrants to the Authority that the goods being sold under this Agreement shall strictly meet the specifications in Exhibit D.

ARTICLE 9. RIGHT OF INSPECTION

The Authority shall have the right to inspect the goods at the time and place of delivery, before payment or acceptance.

ARTICLE 10. ALLOCATION OF RISK OF LOSS

Any risk or loss associated with the goods remains with the Seller until the time of acceptance of the goods by the Authority at the place of delivery.

ARTICLE 11. REJECTION OF NONCONFORMING GOODS

Rejection of goods for failure to conform to the requirements of this Agreement must be made within thirty (30) days after their delivery and inspection. The Authority shall send written notification of the rejection to the Seller. The notice must state the basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected.

On receipt of notification of rejection, the Seller shall immediately arrange for the return shipment of the goods at the Seller's expense. The Seller shall ship replacement

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conforming goods, at no additional cost to the Authority, within ten (10) business days of the notice of rejection unless the Authority notifies the Seller to forgo the shipment before that date.

ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY

In addition to any of the remedies provided under the Uniform Commercial Code, if the Seller is unable to provide services because of breakdown, product scheduling, lack of product or equipment, then the Authority may, on an order basis, go to another supplier and the Seller recognizes that this Agreement is not an exclusive contract to purchase chemicals.

ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER

The exclusive remedies of the Seller under this Agreement are to have any goods not paid for returned to the Seller, or to receive, on demand, the purchase price for any goods not paid for in accordance with the terms of this Agreement and not returned within sixty (60) days of the demand.

ARTICLE 14. WAIVER

No claim or right arising out of a breach of this Agreement can be discharged by the Authority in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration, is in writing, and is signed by the Executive Director or appointed designee.

ARTICLE 15. SELLER'S DELEGATION

The Seller may not delegate its performance in the delivery of goods under this Agreement without the prior written consent of the Authority. Written consent shall be in Authority's sole discretion, and if granted, shall be given once the Authority has received satisfactory assurances that the quality of goods being substituted shall be equivalent to

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that of the contract goods, that all terms of the Contract Documents are complied with, and that the delegation shall not otherwise adversely affect the Authority's rights and obligations with regard to other sellers.

ARTICLE 16. SELLER'S INSURANCE REQUIREMENTS

The Seller shall, at all times during the term of this Agreement, secure and maintain the following forms and amounts of insurance coverage during the life of this Agreement:

- *Workers' Compensation and Employer's Liability Insurance*. The Seller shall secure and maintain Workers' Compensation insurance for all employees employed including supervision, administration, and management personnel. All such insurance shall comply with Florida Workers' Compensation Law. Coverage shall include a waiver or subrogation clause in favor of the Authority. Seller shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law.

The liability limits shall be not less than:

Workers' compensation	Statutory
Employers' liability	$100,000 each occurrence $500,000 Disease – Policy Limit $100,000 Disease – Each Employee

- *Business Automobile and Public Liability Insurance*. The Seller shall secure and maintain Business Automobile and Public Liability insurance that shall be occurrence type, written in comprehensive form, and shall include Seller's owned, non-owned, and hired motor vehicle coverage. Seller shall secure and maintain other Public Liability insurance against all other Bodily Injury, Property Damage, and Personal Exposures. Additionally, Seller shall be required to carry Public Liability

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coverage including: (1) On and Off Premises Operation Liability; (2) Personal Injury Liability Insurance; and (3) Independent Contractor Liability. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis.

The liability limits shall be not less than:

Business Automobile & Public Liability Insurance	$1,000,000 combined single limit for each occurrence

- *Commercial General Liability Insurance*. Seller shall secure and maintain Commerical General Liability Insurance that shall be occurrence type, written in comprehensive form, and shall protect Seller, and Authority as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of the provision of good under this Agreement. This policy must include a pollution liability coverage. The policy shall also include a per project aggregate limit endorsement, personal injury liability coverage, contractual liability coverage, and products liability coverage, and coverage for blasting, explosion, collapse of buildings, and damage to underground property.

The liability limits shall be not less than:

Bodily Injury and Property Damage	$1,000,000 combined single limit for each occurrence

All insurance policies, except the Workers' Compensation policy, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which

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might be applicable to any loss, the insurance required of Seller shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy. Seller has provided Authority with Certificates of Insurance for all policies in compliance with this Agreement prior to the execution of this Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement. Failure of Seller to maintain said insurance coverage shall be deemed a breach of the terms of the Agreement and may, at Authority's sole and absolute discretion, result in the immediate termination of this Agreement. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Seller by certified mail. Seller shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to term of this Agreement, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration. Failure of Authority to demand such certificates or other evidence of Seller's full compliance with these insurance requirements or failure of Authority to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.

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ARTICLE 17. CONTRACT TERM

Term of this contract is for one (1) year commencing on April 1, 2019 through March 31, 2020 and may be extended for two (2) one (1) year periods upon mutual written agreement of both parties.

Written agreement for each contract extension shall be approved no later than January 15 for the ensuing contract year. All Agreement terms, including ARTICLE 4. PRICES, shall remain the same through the term of any extension.

ARTICLE 18. CONTRACT DOCUMENT

The Contract Documents that comprise the contract between the Authority and the Seller are attached hereto and made a part hereof and consists of the following:

- This Agreement;
- Bid Form, attached as Exhibit A;
- Invitation to Bid, attached as Exhibit B;
- Instruction to Bidders, attached as Exhibit C;
- Technical Specifications, including the Minimum Specifications for Water Treatment Chemicals, attached as Exhibit D;
- Safety Measures, attached as Exhibit E;
- Any addenda to the Bid Documents, if applicable, attached as Exhibit F; and
- Any written amendments or modification to this Agreement.

ARTICLE 19. TERMINATION

This Agreement may be terminated by the Authority, without cause, upon seven (7) days written notice. In the event the Agreement is terminated by Authority, the duties

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

and obligations of Seller under the following provisions shall survive termination and continue in full force and effect:

1. ARTICLE 10. ALLOCATION OF RISK OF LOSS;
2. ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY;
3. ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER;
4. ARTICLE 19. TERMINATION;
5. ARTICLE 20. GOVERNING LAW; and
6. ARTICLE 24. INDEMNIFICATION.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Uniform Commercial Code - Sales. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Agreement.

Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs and reasonable attorneys' fees shall be paid to the prevailing party. The venue of any litigation resulting out of this Agreement shall be in the county or circuit court, whichever is applicable, in and for Manatee County, Florida.

ARTICLE 21. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of its parties and their partners, successors, assigns and legal representatives when permitted by this Agreement.

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

ARTICLE 22. NON-EXCLUSIVITY

This is not an exclusive contract. The Authority has the right to contract with other suppliers for the purchase of water treatment chemicals described in Exhibit B from one or more suppliers.

ARTICLE 23. MODIFICATION

This Agreement may be modified only in writing and signed by both parties or their duly authorized agents.

ARTICLE 24. INDEMNIFICATION

The Seller shall indemnify and save the Authority, its agents, servants and employees harmless from and against any claim, costs, including its attorney's fees, or cause of action of whatsoever kind or nature caused by negligent error, omission or act of the Seller, its agents, servants or employees in the performance of this Agreement.

ARTICLE 25. INDEPENDENT CONTRACTOR

The Seller expressly warrants that it will not represent at any time or in any manner that the Seller or any of its agents, servants or employees are agents, servants or employees of the Authority. It is understood and agreed that the Seller is, and shall at all times remain as to the Authority, a wholly independent contractor and that the Seller's obligations to the Authority are solely as prescribed by this Agreement. It shall be the responsibility of the Seller to assure compliance with local, state or federal laws and regulations or other requirements as each may apply to the sale, delivery and goods purchased pursuant to this Agreement.

ARTICLE 26. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity,

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 27. SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is 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 has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. By signing this Agreement, Seller certifies that it is not currently on either of the aforementioned lists and agrees to notify the Authority if placement on either list occurs. If Seller submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Seller, which may result in a penalty equal to the greater of $2 million or twice the fee resulting from this Agreement and all reasonable attorney's fees and costs. The Authority may also terminate the Agreement if the Seller is deemed to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

ATTEST:

Peace River Manasota
Regional Water Supply Authority

Patrick J. Lehman, Executive Director

WITNESS

By:

By:

SELLER:

Greg Chandler VP
Print Name & Title

APPROVED AS TO FORM:

Douglas Manson, General Counsel
Peace River Manasota
Regional Water Supply Authority

BOARD APPROVED

APR - 3 2019

Peace River Manasota
Regional Water Supply Authority

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

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STANDARD FORM FOR PIGGYBACK CONTRACTS

The City of Holly Hill ("City") enters this "Piggyback" Contract with C& S Chemicals, hereinafter referred to as the "Vendor", under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of Holly Hill allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Peace River Manasota Regional Water Supply Authority, said contract being identified as: Contract for purchase of goods water treatment chemicals, said original contract being referred to as the "original government contract".

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Holly Hill, as follows:

a) Freight charge per dry ton of $26.58 which makes total per dry ton cost of $234.25.

b) Any provisions that ise modified: The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and 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 term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, 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 this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this

Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 248-9441, VALERIE MANNING, CMC, CITY CLERK, CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FLORIDA 32117, CITYCLERK@HOLLYHILLFL.ORG

c) Address change for the City of Holly Hill: Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Holly Hill, attention of City Manager, at City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117. The City Manager's designated representative for this contract is Stella Gurnee, Finance Director, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, telephone number (386) 248-9426, and email sgurnee@hollyhillfl.org.

d) Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Volusia County, Florida. Litigation between the parties arising out of this contract must be in Volusia County, Florida in the Court of appropriate jurisdiction.

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The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

e) Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Seminole County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

f) All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Holly Hill and the Vendor.

Entered this 24th day of September, 2019.

ATTEST

Authorized Signature

Robert Chandler President

Print Name and Title

C&S CHEMICALS

Authorized Signature

Mike Chandler - Vice President

Print Name and Title

9/11/19

Date

ATTEST

City Clerk

CITY OF HOLLY HILL

Chris Via, Mayor

Date

For the use and reliance of the City of Holly Hill only. Approved as to form and legal sufficiency.

Scott Simpson, City Attorney

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

CONTRACT FOR PURCHASE OF GOODS
WATER TREATMENT CHEMICALS

This Contract for Purchase of Goods, Water Treatment Chemicals, hereinafter referred to as the "Agreement", is made and entered into on April 3, 2019, between PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, hereinafter referred to as "Authority", and C & S Chemicals hereinafter referred to as "Seller".

WHEREAS the Authority desires to engage the Seller to provide water treatment chemicals for the Peace River Regional Water Supply Facility, hereinafter referred to as the "Peace River Facility" on an as-needed basis for a fixed price; and

WHEREAS the Seller desires to supply water treatment chemicals as described herein, and has the experience, personnel, and resources to provide these chemicals in a timely manner.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

ARTICLE 1. INTEGRATED AGREEMENT

The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to its terms and as a complete and exclusive statement of its terms. The recitations are incorporated herein by reference.

ARTICLE 2. DESCRIPTION OF GOODS

The Seller undertakes to transfer ownership, sell, and deliver possession to the Authority, and the Authority shall pay for, buy and accept the following water treatment chemicals:

Aluminum Sulfate

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_____

_____

_____

These chemicals are to be furnished firm FOB destination price for the delivery and unloading of water treatment chemicals at the Peace River Facility located in DeSoto County as set forth in the Bid Documents and hereinafter referred to as the "goods" or "chemicals".

ARTICLE 3. TIME AND PLACE OF DELIVERY

Delivery of the goods shall occur within five (5) business days of being requested by the Authority except for powder activated carbon which shall be delivered within ten (10) business days upon receipt of request for goods by the Authority.

The goods shall be delivered to and unloaded at the Peace River Facility, 8998 SW County Road 769, Arcadia, Florida 34269 ("place of delivery"). Time is of the essence and the Seller shall be held strictly to the delivery date from the receipt of the purchase order. Chemicals not delivered by the date specified shall justify the Authority's option to terminate the contract. All deliveries shall be made between the hours of 8:00 A.M. and 3:00 P.M. EST, Monday through Friday, excluding holidays, unless otherwise agreed to by the Authority.

Seller confirms that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority. Certified weight or volume (as applicable to unit costs) tickets are required with each delivery. The Seller shall provide a separate delivery ticket for each delivery and shall obtain an authorized signature from the Authority. At least one copy of the delivery ticket and corresponding weight or volume (as applicable to unit costs) ticket shall be provided to the Authority with each delivery.

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The unit prices, FOB destination quoted by the Seller in its Bid Form, and attached as Exhibit A, shall be considered firm throughout the term of the Agreement. The prices quoted shall be used for payment and shall include payment in full for all transportation, labor, equipment and other costs used in delivering all goods to the point of delivery and the unloading of such goods. There shall be no cost adjustments.

Storage tanks, where required, for goods offered under this Agreement shall be furnished by the supplier(s) at the Authority's option on loan, and at no cost to the Authority. Estimated quantities are not guaranteed. The Authority is not obligated to make any minimum quantity purchases from the Seller during the Agreement term.

ARTICLE 5. CANCELLATION

Failure by the Seller to comply with terms of this Agreement shall be deemed a breach of contract claim against Seller and shall, at the Authority's sole and absolute discretion, result in the cancellation of this Agreement in accordance with ARTICLE 19. TERMINATION.

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retain such monies from amounts due Seller as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Seller to the Authority against any payments due the Seller under this Agreement.

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The Seller may not assign the right to receive payment from the Authority.

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The Authority shall have the right to inspect the goods at the time and place of delivery, before payment or acceptance.

ARTICLE 10. ALLOCATION OF RISK OF LOSS

Any risk or loss associated with the goods remains with the Seller until the time of acceptance of the goods by the Authority at the place of delivery.

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Rejection of goods for failure to conform to the requirements of this Agreement must be made within thirty (30) days after their delivery and inspection. The Authority shall send written notification of the rejection to the Seller. The notice must state the basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected.

On receipt of notification of rejection, the Seller shall immediately arrange for the return shipment of the goods at the Seller's expense. The Seller shall ship replacement

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

conforming goods, at no additional cost to the Authority, within ten (10) business days of the notice of rejection unless the Authority notifies the Seller to forgo the shipment before that date.

ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY

In addition to any of the remedies provided under the Uniform Commercial Code, if the Seller is unable to provide services because of breakdown, product scheduling, lack of product or equipment, then the Authority may, on an order basis, go to another supplier and the Seller recognizes that this Agreement is not an exclusive contract to purchase chemicals.

ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER

The exclusive remedies of the Seller under this Agreement are to have any goods not paid for returned to the Seller, or to receive, on demand, the purchase price for any goods not paid for in accordance with the terms of this Agreement and not returned within sixty (60) days of the demand.

ARTICLE 14. WAIVER

No claim or right arising out of a breach of this Agreement can be discharged by the Authority in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration, is in writing, and is signed by the Executive Director or appointed designee.

ARTICLE 15. SELLER'S DELEGATION

The Seller may not delegate its performance in the delivery of goods under this Agreement without the prior written consent of the Authority. Written consent shall be in Authority's sole discretion, and if granted, shall be given once the Authority has received satisfactory assurances that the quality of goods being substituted shall be equivalent to

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

that of the contract goods, that all terms of the Contract Documents are complied with, and that the delegation shall not otherwise adversely affect the Authority's rights and obligations with regard to other sellers.

ARTICLE 16. SELLER'S INSURANCE REQUIREMENTS

The Seller shall, at all times during the term of this Agreement, secure and maintain the following forms and amounts of insurance coverage during the life of this Agreement:

- *Workers' Compensation and Employer's Liability Insurance*. The Seller shall secure and maintain Workers' Compensation insurance for all employees employed including supervision, administration, and management personnel. All such insurance shall comply with Florida Workers' Compensation Law. Coverage shall include a waiver or subrogation clause in favor of the Authority. Seller shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law.

The liability limits shall be not less than:

Workers' compensation	Statutory
Employers' liability	$100,000 each occurrence $500,000 Disease – Policy Limit $100,000 Disease – Each Employee

- *Business Automobile and Public Liability Insurance*. The Seller shall secure and maintain Business Automobile and Public Liability insurance that shall be occurrence type, written in comprehensive form, and shall include Seller's owned, non-owned, and hired motor vehicle coverage. Seller shall secure and maintain other Public Liability insurance against all other Bodily Injury, Property Damage, and Personal Exposures. Additionally, Seller shall be required to carry Public Liability

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

coverage including: (1) On and Off Premises Operation Liability; (2) Personal Injury Liability Insurance; and (3) Independent Contractor Liability. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis.

The liability limits shall be not less than:

Business Automobile & Public Liability Insurance	$1,000,000 combined single limit for each occurrence

- *Commercial General Liability Insurance*. Seller shall secure and maintain Commerical General Liability Insurance that shall be occurrence type, written in comprehensive form, and shall protect Seller, and Authority as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of the provision of good under this Agreement. This policy must include a pollution liability coverage. The policy shall also include a per project aggregate limit endorsement, personal injury liability coverage, contractual liability coverage, and products liability coverage, and coverage for blasting, explosion, collapse of buildings, and damage to underground property.

The liability limits shall be not less than:

Bodily Injury and Property Damage	$1,000,000 combined single limit for each occurrence

All insurance policies, except the Workers' Compensation policy, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

might be applicable to any loss, the insurance required of Seller shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy. Seller has provided Authority with Certificates of Insurance for all policies in compliance with this Agreement prior to the execution of this Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement. Failure of Seller to maintain said insurance coverage shall be deemed a breach of the terms of the Agreement and may, at Authority's sole and absolute discretion, result in the immediate termination of this Agreement. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Seller by certified mail. Seller shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to term of this Agreement, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration. Failure of Authority to demand such certificates or other evidence of Seller's full compliance with these insurance requirements or failure of Authority to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

ARTICLE 17. CONTRACT TERM

Term of this contract is for one (1) year commencing on April 1, 2019 through March 31, 2020 and may be extended for two (2) one (1) year periods upon mutual written agreement of both parties.

Written agreement for each contract extension shall be approved no later than January 15 for the ensuing contract year. All Agreement terms, including ARTICLE 4. PRICES, shall remain the same through the term of any extension.

ARTICLE 18. CONTRACT DOCUMENT

The Contract Documents that comprise the contract between the Authority and the Seller are attached hereto and made a part hereof and consists of the following:

- This Agreement;
- Bid Form, attached as Exhibit A;
- Invitation to Bid, attached as Exhibit B;
- Instruction to Bidders, attached as Exhibit C;
- Technical Specifications, including the Minimum Specifications for Water Treatment Chemicals, attached as Exhibit D;
- Safety Measures, attached as Exhibit E;
- Any addenda to the Bid Documents, if applicable, attached as Exhibit F; and
- Any written amendments or modification to this Agreement.

ARTICLE 19. TERMINATION

This Agreement may be terminated by the Authority, without cause, upon seven (7) days written notice. In the event the Agreement is terminated by Authority, the duties

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

and obligations of Seller under the following provisions shall survive termination and continue in full force and effect:

1. ARTICLE 10. ALLOCATION OF RISK OF LOSS;
2. ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY;
3. ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER;
4. ARTICLE 19. TERMINATION;
5. ARTICLE 20. GOVERNING LAW; and
6. ARTICLE 24. INDEMNIFICATION.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Uniform Commercial Code - Sales. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Agreement.

Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs and reasonable attorneys' fees shall be paid to the prevailing party. The venue of any litigation resulting out of this Agreement shall be in the county or circuit court, whichever is applicable, in and for Manatee County, Florida.

ARTICLE 21. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of its parties and their partners, successors, assigns and legal representatives when permitted by this Agreement.

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

ARTICLE 22. NON-EXCLUSIVITY

This is not an exclusive contract. The Authority has the right to contract with other suppliers for the purchase of water treatment chemicals described in Exhibit B from one or more suppliers.

ARTICLE 23. MODIFICATION

This Agreement may be modified only in writing and signed by both parties or their duly authorized agents.

ARTICLE 24. INDEMNIFICATION

The Seller shall indemnify and save the Authority, its agents, servants and employees harmless from and against any claim, costs, including its attorney's fees, or cause of action of whatsoever kind or nature caused by negligent error, omission or act of the Seller, its agents, servants or employees in the performance of this Agreement.

ARTICLE 25. INDEPENDENT CONTRACTOR

The Seller expressly warrants that it will not represent at any time or in any manner that the Seller or any of its agents, servants or employees are agents, servants or employees of the Authority. It is understood and agreed that the Seller is, and shall at all times remain as to the Authority, a wholly independent contractor and that the Seller's obligations to the Authority are solely as prescribed by this Agreement. It shall be the responsibility of the Seller to assure compliance with local, state or federal laws and regulations or other requirements as each may apply to the sale, delivery and goods purchased pursuant to this Agreement.

ARTICLE 26. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity,

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 27. SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is 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 has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. By signing this Agreement, Seller certifies that it is not currently on either of the aforementioned lists and agrees to notify the Authority if placement on either list occurs. If Seller submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Seller, which may result in a penalty equal to the greater of $2 million or twice the fee resulting from this Agreement and all reasonable attorney's fees and costs. The Authority may also terminate the Agreement if the Seller is deemed to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

ATTEST:

Peace River Manasota
Regional Water Supply Authority

Patrick J. Lehman, Executive Director

WITNESS

By:

By:

SELLER:

Greg Chandler VP
Print Name & Title

APPROVED AS TO FORM:

Douglas Manson, General Counsel
Peace River Manasota
Regional Water Supply Authority

BOARD APPROVED

APR - 3 2019

Peace River Manasota
Regional Water Supply Authority

Attachment: Holly Hill Peace River Manasota Regional Contract (2021-R-86 : Water and Wastewater Treatment Plant Annual Chemical Purchase

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **October 26, 2021**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggy-Backing of Seminole County Contract IFB-603818-19 and Authorizing the City Manager to Award the "2021-2022 FY Roadway Resurfacing Project" to P & S Paving, Inc.,; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-87**
APPLICANT:
PLANNER:

DISCUSSION:

The city has requested quotes from three (3) paving contractors to "piggyback" the terms and conditions and unit pricing from the existing Seminole County and/or Volusia County resurfacing contracts services. Responses were received from P&S Paving and Halifax Paving that are local to Volusia County while the 3rd contractor sent an email stating that their workload does not allow them to offer a proposal. P&S Paving offered a lower unit price under the current Seminole County Contract #IFB-603616-19/BJC.

This Resolution authorizes the City Manager to piggyback the Seminole County Contract #IFB-603616-19/BJC and award the "Roadway Resurfacing Project 2021-2022 FY" to P&S Paving Inc.

P & S Paving Inc., is a competent, and qualified contractor to provide pavement management services for this project. P & S Paving submitted the lowest total bid in the amount of $363,123.82. P & S Paving is found to be a responsive, responsible bidder meeting specifications in accordance with City Purchasing, Regulations.

List of Roadways to be resurfaced under this award are:

10 Street
Carswell Avenue
State Avenue

Current City of Holly Hill Purchasing Policies and Procedures

Policy 2.39 Other Government Entities Contracts States:

"the city may use (piggy-back) any other Government entity's open contracts that has

competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing, Regulations".

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by Seminole County is the most economically advantageous way for the City to procure these services.

FISCAL ANALYSIS:

Total for this project amount is not to exceed $363,123.82 and will be funded from the Local Option Gas Tax under project 20-ST-02 Account # 002-8110-580-4601.

STAFF RECOMMENDATION:

That the City Commission approve piggybacking the Seminole County Contract #IFB-603606-19/BJ and award the project “2020-2021 FY Roadway Resurfacing Program” to P & S Paving, Inc. in an amount not to exceed $363,123,82.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVE TO PIGGY-BACK SEMINOLE COUNTY CONTRACT IFB-603606-19/BJC AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH P & S PAVING, INC., FOR THE “ROADWAY RESURFACING PROJECT 2021-2022 FY”.

ATTACHMENTS:

- Engineer's Recommendation of Award FINAL 10.13.21 (PDF)
- HH ROAD RESURFACING-FY21_BID SET 08-05-2021 (PDF)
- IFB-603616-19_tc-P&S Sem Contract (PDF)
- RE_ FY21 Roadway Resurfacing - Holly Hill - (PDF)

Resolution No. 2021-87

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGY-BACKING OF SEMINOLE COUNTY CONTRACT IFB-603818-19 AND AUTHORIZING THE CITY MANAGER TO AWARD THE "2021-2022 FY ROADWAY RESURFACING PROJECT" TO P & S PAVING, INC.,; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGY-BACKING OF SEMINOLE COUNTY CONTRACT IFB-603606-19/BJC AND AUTHORIZING THE CITY MANAGER TO AWARD THE "2021-2022 FY ROADWAY RESURFACING PROJECT" TO P & S PAVING, INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has planned for a city-wide multi-year resurfacing program; and

WHEREAS, the City desires to proceed with the work required for the 2021-2022 FY portion of the program; and

WHEREAS, the City desires to piggy-back the Seminole County Contract IFB-603606-19/BJC; and

WHEREAS, the City desires P & S Paving, Inc., be awarded this project under the Seminole County Contract IFB-603606-19/BJC, as well as, being the low, responsive bidder with a bid of $363,123.82.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to piggy-back the Seminole County Contract #IFB603616-19/BJC and award the "2021-2022 FY Roadway Resurfacing Project" to P & S Paving Inc. in the amount not to exceed $363,123,82.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of OCTOBER 2021.

Mead & Hunt

October 13, 2021

Mr. Antoine Khoury, PE
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org

RE: FY21 ROADWAY RESURFACING PROGRAM

Dear Mr. Khoury,

Two (2) bids were received on the above referenced project on October 7, 2021. See attached bid tabulation. P&S Paving Inc., of Daytona Beach, Florida submitted the lowest bid totaling $363,123.82.

We reviewed the bids and found that P&S made one mathematical error in their bid. Their corrected bid total is noted above and on the bid tabulation. We recommend the City consider this a non-substantial error. Our firm and the City have worked with P&S Paving, Inc. on several projects of a similar nature in the past and they have performed satisfactorily. Therefore, we recommend that the City award this project to P&S Paving, Inc. in the amount of $363,123.82.

Do not hesitate to contact the office if you have questions.

Sincerely,

John Mischle
Project Manager

JM:bf

Attachment: Bid Tabulation

cc: David King, PE – Mead & Hunt

Attachment: Engineer's Recommendation of Award FINAL 10.13.21 (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway

City of Holly Hill Roadway Resurfacing FY2021
Bid Tabulation
Seminole County Contract No. IFB-603616-19/BJC

Pay Item No.	Description	Unit	Est Qty	P&S PAVING, INC. Bid Unit Cost	P&S PAVING, INC. Extended Cost	HALIFAX PAVING, INC. Bid Unit Cost	HALIFAX PAVING, INC. Extended Cost
101-1	Mobilization Charge (not to exceed 5% of contract total)	LS	1	$ 15,000.00	$ 15,000.00	$ 20,000.00	$ 20,000.00
102-1	Maintenance of Traffic includes labor/equipment/materials (not to exceed $1500 per day)	LS	1	$ 10,500.00	$ 10,500.00	$ 20,000.00	$ 20,000.00
102-99	Portable Changeable Message Sign	Day	75	$ 30.00	$ 2,250.00	$ 20.00	$ 1,500.00
327-70D	Milling Existing Asphalt Pavement (Milled Material delivered to location within 5 miles of project site)	0-999 SY/job					
		1000-1999 SY/job					
		2000-2999 SY/job			$ 64,205.00		$ 77,046.00
		3001 SY/job and Over	25,682	$ 2.50		$ 3.00	
334-1-53	Superpave Asphaltic Concrete, Traffic Level C, FC-12.5 (PG 76-22)	0-50 tons/job					
		51-399 tons/job					
		400-1999 tons/job			$ 239,698.72		$ 242,995.00
		2000-3999 tons/job	2,113	$ 113.44		$ 115.00	
		4004 tons/job and Over					
	Credit per ton for use of Superpave 9.5 Asphaltic Concrete non-friction course	TONS	2,113	($9.00)	$ (19,017.00)	($5.00)	$ (10,565.00)
339-1	Miscellaneous Asphalt Pavement	0-50 tons/job	12	$ 150.70		$ 250.00	
		51-399 tons/job					
		400-1999 tons/job			$ 1,808.40		$ 3,000.00
		2000-3999 tons/job					
		4007 tons/job and Over					
425-6	Water Valve or similar cover adjustment	EA	7	$ 150.00	$ 1,050.00	$ 100.00	$ 700.00
425-7	Manhole Ring Adjustment	EA	38	$ 225.00	$ 8,550.00	$ 200.00	$ 7,600.00
710-11-111	Temporary Pavement Marking -Paint - White Solid Stripe 6"	LF	60	$ 0.30	$ 18.00	$ 0.30	$ 18.00
710-11-221	Temporary Pavement Marking -Paint - Yellow Solid Stripe 6"	LF	16,778	$ 0.30	$ 5,033.40	$ 0.30	$ 5,033.40
710-11-125	Temporary Pavement Marking -Paint - Stop Bar 24" White	LF	258	$ 3.60	$ 928.80	$ 3.00	$ 774.00
710-11-170	Temporary Pavement Marking -Paint - White Arrows	EA	7	$ 42.00	$ 294.00	$ 40.00	$ 280.00
		Subtotal, Seminole County Contract Items			**$ 330,319.32**		**$ 368,381.40**
711-11103	Thermoplastic, Standard, White, Solid, 12", for Interchange Markings	LF	680	$ 3.30	$ 2,244.00	$ 3.00	$ 2,040.00
711-11125	Thermoplastic, Standard, White, Solid, 24", for Stop Sign and Crosswalk	LF	247	$ 6.50	$ 1,605.50	$ 6.00	$ 1,482.00
711-11160	Thermoplastic, Standard, White, Message or Symbol	EA	7	$ 190.00	$ 1,330.00	$ 170.00	$ 1,190.00
711-11224	Thermoplastic, Standard, Yellow, Solid, 18", for Diagonal or Chevron	LF	153	$ 5.00	$ 765.00	$ 4.50	$ 688.50
711-15201	Thermoplastic, Standard, Yellow, Solid, 6"	LF	19064	$ 1.00	$ 19,064.00	$ 1.00	$ 19,064.00
711-15231	Thermoplastic, Standard, Yellow, Skip, 6"	LF	35	$ 1.00	$ 35.00	$ 0.80	$ 28.00
425-11	Modify Existing Drainage Structure	EA	25	$ 300.00	$ 7,500.00	$ 500.00	$ 12,500.00
706-3	Retro-Reflective/Raised Pavement Markers	EA	58	$ 4.50	$ 261.00	$ 4.00	$ 232.00
		Subtotal, Non-Seminole County Contract Items			$ 32,804.50		$ 37,224.50
		Grand Total			**$ 363,123.82**		**$ 405,605.90**

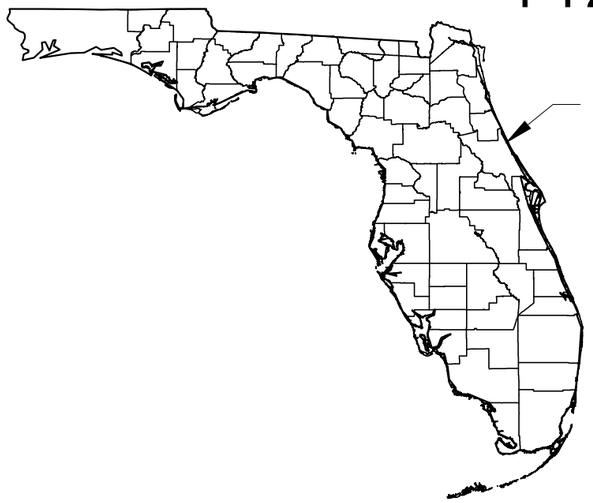
Notes:

1. P&S bid total as submitted failed to include credit for use of Superpave 9.5. Corrected total shown.
2. Neither P&S Paving nor Halifax Paving opted to submit pricing via Volusia contract. Request for proposals for Seminole County contract were also sent to Middlesex, Hubbard, Preferred Materials and Ranger Construction; all of which did not respond with a proposal.

Attachment: Engineer's Recommendation of Award FINAL 10.13.21 (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

CITY OF HOLLY HILL

FY2021 ROADWAY RESURFACING PROGRAM



BREVARD COUNTY

HOLLY HILL
FLORIDA

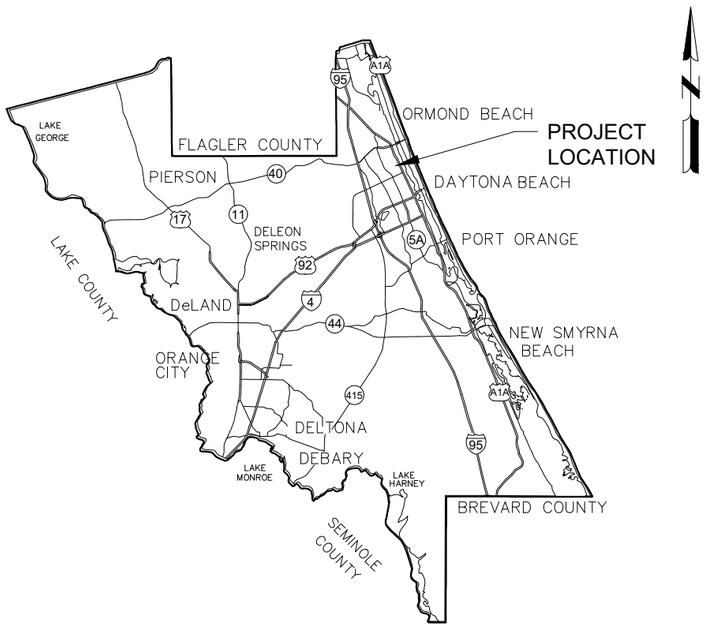
AUGUST, 2021

BID SET

SHEET INDEX

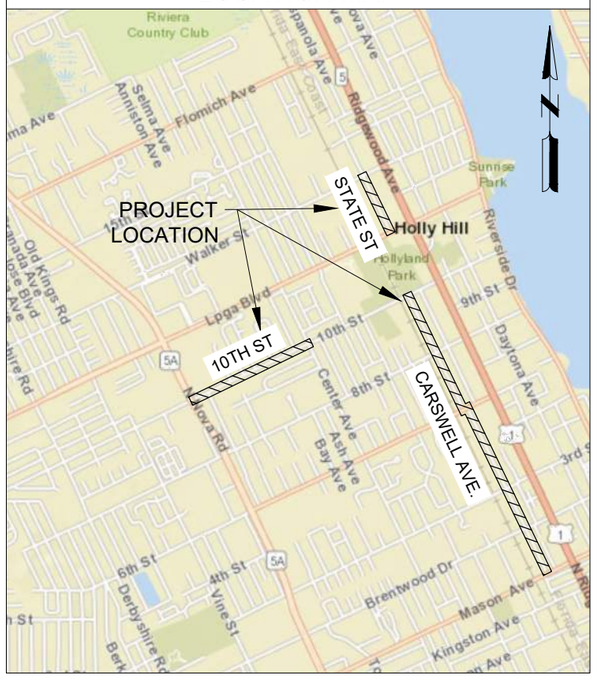
SHEET NUMBER	SHEET TITLE
G-001	COVER
G-002	KEY SHEET
G-003	QUANTITIES
C-101	STATE ST
C-102	STATE ST
C-103	10TH ST
C-104	10TH ST
C-105	10TH ST
C-106	CARSWELL AVE
C-107	CARSWELL AVE
C-108	CARSWELL AVE
C-109	CARSWELL AVE
C-110	CARSWELL AVE
C-111	CARSWELL AVE
C-501	STANDARD DETAILS
C-502	STANDARD DETAILS
C-503	STANDARD DETAILS
C-504	STANDARD DETAILS

VICINITY MAP



VOLUSIA COUNTY

LOCATION MAP



ENGINEER OF RECORD: DAVID A. KING, P.E. 50609

MEAD & HUNT PROJECT MANAGER: JOHN MISCHLE

CITY OF HOLLY HILL PROJECT MANAGER: ANTOINE KHOURY

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

HOLLY HILL
FLORIDA

These documents shall not be used for any purpose project for which it is not intended, Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

CITY OF HOLLY HILL
FY2021 ROADWAY RESURFACING PROGRAM

ISSUED
08/05/21 BID SET

M&H NO.: 1000710-182508.0
DATE: AUGUST, 2021
DESIGNED BY: DAK
DRAWN BY: RAP
CHECKED BY: JM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
COVER

SHEET NO.
G-001

Attachment: HH ROAD RESURFACING-FY21_BID SET 08-05-2021 (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway

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TESTING NOTES:

1. THE CONTRACTOR SHALL EMPLOY A CERTIFIED GEOTECHNICAL ENGINEERING FIRM TO PROVIDE ALL FIELD AND LABORATORY TESTING REQUIRED TO VERIFY THAT PLACEMENT OF ASPHALTIC CONCRETE AND MATERIALS ARE IN COMPLIANCE WITH CONTRACT REQUIREMENTS. OWNER RESERVES THE RIGHT TO PROVIDE ADDITIONAL QUALITY ASSURANCE TESTING IF REQUIRED.
2. CONTRACTOR SHALL SUBMIT A QUALITY ASSURANCE/ QUALITY CONTROL PLAN TO THE ENGINEER OF RECORD FOR ACCEPTANCE DURING THE SHOP DRAWING REVIEW PROCESS.
3. DESIGN MIXES AND PRODUCT GRADATION INFORMATION FOR ALL MATERIALS TO BE INSTALLED AS PART OF THE IMPROVEMENTS SHALL BE SUBMITTED TO THE ENGINEER FOR ACCEPTANCE.

GENERAL CONSTRUCTION NOTES:

1. NO TREE LIMBS TO BE DAMAGED. TRIMMING MAY BE ALLOWED WITH ENGINEER APPROVAL.

PAVING CONSTRUCTION NOTES:

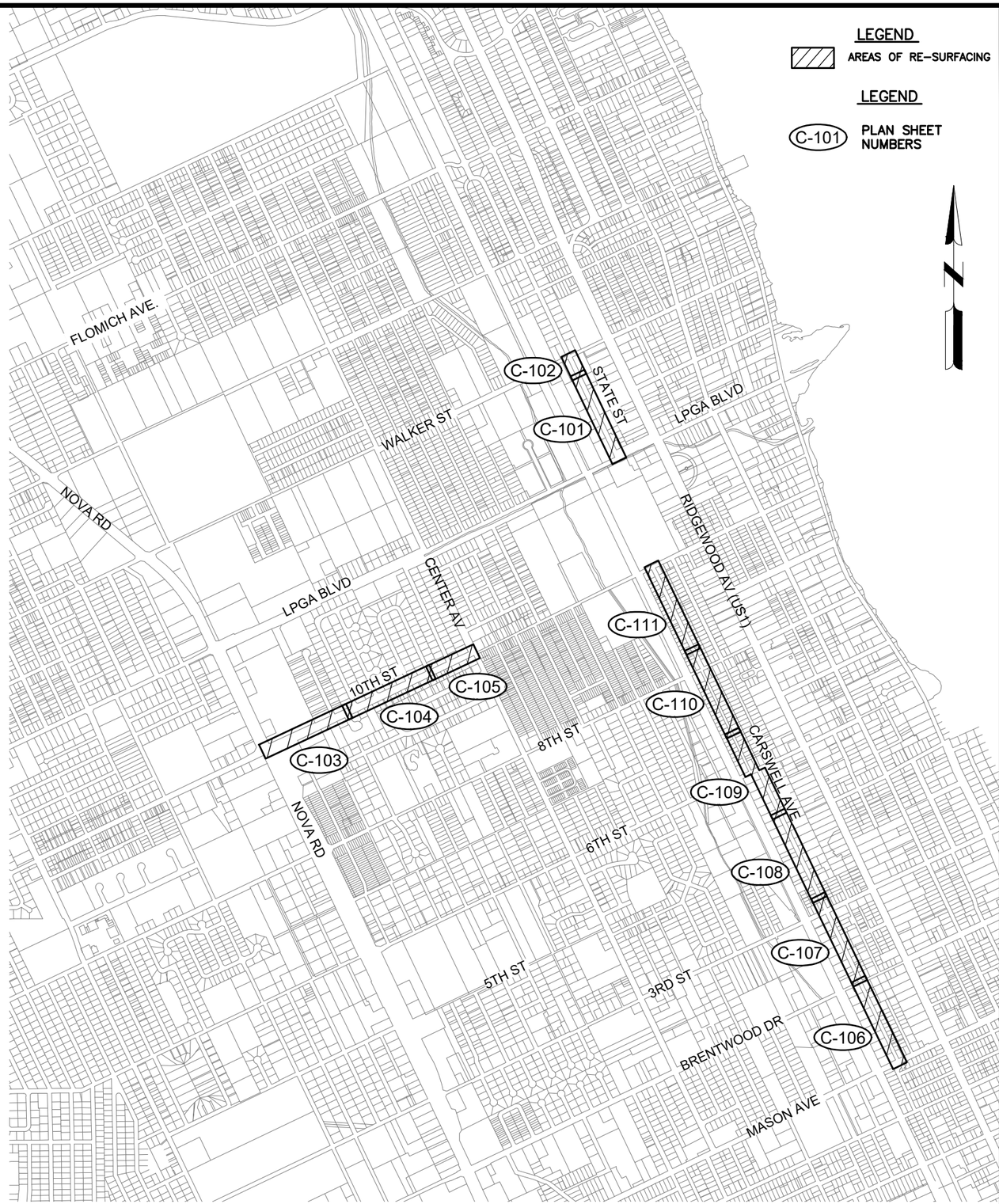
1. LIMITS OF "PAVING" SHALL BE TO EXISTING CURBING, EDGE OF ROAD PAVEMENT OR AS OTHERWISE NOTED.
2. CONTRACTOR SHALL FURNISH AND INSTALL MANHOLE, INLET, POTABLE WATER, AND FORCE MAIN VALVE BOX PAVING RISERS AS NEEDED. SEPARATE PAYMENT FOR THIS WILL BE MADE.
3. ESTIMATED MILLING DEPTHS ARE SHOWN ON PLANS. ENGINEER SHALL DIRECT CONTRACTOR OF EXACT MILLING DEPTHS/PROFILES IN THE FIELD. CONTRACTOR ACKNOWLEDGES THAT THE MILLING DEPTH MAY VARY.
4. CONTRACTOR SHALL REMOVE/SALVAGE/REPLACE BLUE REFLECTIVE PAVEMENT MARKERS AT ALL FIRE HYDRANT LOCATIONS.
5. ALL EXISTING STRIPING TO BE REPLACED. ALL REPLACEMENT STRIPING TO BE THERMOPLASTIC. SEE SHEETS G-002 AND G-003 FOR MORE INFORMATION.
6. PRE MILLING ACTIVITY BY THE CONTRACTOR (IF REQUIRED) SHALL INCLUDE: COORDINATION OF ASPHALT BORING; CONSULTATION WITH ENGINEER TO DETERMINE REQUIRED MILLING DEPTHS; PROTECTION OF STORM INLETS WITH HAY BALES OR OTHER ACCEPTABLE MEANS; AND ENGINEER APPROVAL OF MAINTENANCE OF TRAFFIC PLAN.
7. PRIOR TO RESURFACING/OVERLAY WORK, A PRE-PAVING INSPECTION SHALL BE CONDUCTED BY THE ENGINEER ON EACH STREET. THE FOLLOWING ITEMS SHALL BE VERIFIED TO BE COMPLETE PRIOR TO APPROVAL TO START RESURFACING/ OVERLAY: ALL MANHOLES, VALVES ETC. ADJUSTED; ALL CURB TO BE REPLACED COMPLETE; ALL INLETS TO BE ADDRESSED; ALL AREAS STABILIZED FOR ACCEPTANCE OF ASPHALT; AND PUBLIC SERVICES (GARBAGE, ETC.) COORDINATION.
8. CONTRACTOR SHALL INCLUDE THE WORK NECESSARY TO "CLIP" EXISTING VEGETATION FROM THE PAVEMENT BEFORE RESURFACING.

MAINTENANCE OF TRAFFIC GENERAL REQUIREMENTS:

1. MAINTENANCE OF TRAFFIC (MOT) SHALL CONFORM TO FDOT "STANDARD PLANS" 102 INDEX SERIES, INCLUDING VEHICLE, PEDESTRIAN AND BICYCLE TRAFFIC.
2. CONTRACTOR SHALL PREPARE MOT PLAN AND SUBMIT TO FDOT (OR ENGINEER) FOR APPROVAL PRIOR TO START OF CONSTRUCTION.
3. LANE/ROAD CLOSURES SHALL NOT BE ALLOWED ON ROADS UNLESS SPECIFICALLY APPROVED BY THAT ENTITY. IF ALLOWED THE APPLICABLE REQUIREMENTS LISTED FOR CITY ROAD CLOSURES SHALL ALSO APPLY.
4. LANE/ROAD CLOSURES ON CITY ROADS:
   a. CONTRACTOR SHALL PREPARE AND SUBMIT A SEPARATE MOT PLAN TO THE ENGINEER FOR APPROVAL, ONE WEEK (MINIMUM) PRIOR TO THE CLOSURE.
   b. CITY MAY ELECT TO ADVERTISE CLOSURE IN LOCAL PAPER.
   c. CONTRACTOR SHALL SUPPLY ADVANCE NOTICE OF CLOSURE VIA LETTERS (WORDING APPROVED BY ENGINEER) TO THE DIRECTLY EFFECTED PROPERTIES OR BY INTERCHANGEABLE MESSAGE BOARD(S) 48 HOURS (MINIMUM) PRIOR TO CLOSURE.
   d. CONTRACTOR SHALL NOTIFY LOCAL EMERGENCY SERVICES (EVAC, FIRE, POLICE, ETC.) OF CLOSURE VIA LETTER/FAX 48 HOURS (MINIMUM) PRIOR TO CLOSURE.
   e. COPIES OF ALL NOTIFICATIONS SHALL BE PROVIDED TO ENGINEER.
5. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS, AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. THE MAINTENANCE-OF-TRAFFIC (MOT) INSTALLATION AND SUBSEQUENT OPERATION SHALL BE OVERSEEN BY A CONTRACTOR CERTIFIED BY THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION, OR EQUIVALENT CERTIFICATION RECOGNIZED BY FDOT.
6. CONTRACTOR SHALL UTILIZE UP TO TWO CHANGEABLE MESSAGE BOARDS TO PROVIDE 1 WEEK ADVANCE WARNING TO MOTORISTS/RESIDENTS PRIOR TO PAVING INDIVIDUAL ROADS.

NOTES:

1. BASELINE STATIONING SHOWN ON THESE PLANS ARE FOR REFERENCE AND INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED FOR PROJECT SITE SURVEY LAYOUT OR DIMENSIONING.
2. THE PAVING FOREMAN THAT WILL ACTIVELY SUPERVISE THIS RESURFACING PROJECT IS REQUIRED TO BE PRESENT AT THE PRE-CONSTRUCTION CONFERENCE.
3. CONTRACTOR TO VERIFY GRADES OF EXISTING FEATURES THAT ARE SHOWN WITHOUT ELEVATIONS.
4. LOCATION OF SOME UTILITY FEATURES HAVE BEEN SHOWN IN ASSUMED LOCATIONS.
5. CONTRACTOR SHALL FIELD ADJUST PROPOSED GRADES AS NECESSARY.



Mead & Hunt
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CITY OF HOLLY HILL
FY2021 ROADWAY RESURFACING PROGRAM

ISSUED
08/05/21 BID SET

M&H NO.: 1000710-182508.0
DATE: AUGUST, 2021
DESIGNED BY: DAK
DRAWN BY: RAP
CHECKED BY: JM
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SHEET CONTENTS
KEY SHEET

SHEET NO.
G-002

Attachment: HH ROAD RESURFACING-FY21_BID SET 08-05-2021 (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway

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TABULATION OF QUANTITIES

BID ITEM NUMBER	DESCRIPTION	UNIT	SHEET C-101		SHEET C-102		SHEET C-103		SHEET C-104		SHEET C-105		SHEET C-106		SHEET C-107		SHEET C-108		SHEET C-109		SHEET C-110		SHEET C-111		GRAND TOTAL	
			ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL
101-1	MOBILIZATION CHARGE (NOT TO EXCEED 5% OF CONTRACT TOTAL)	LS																							1	
102-99	PORTABLE VARIABLE MESSAGE SIGN	DAY																							52	
327-70D	MILLING EXIST ASPHALT PAVEMENT	SY	2570		661		2979		2765		1191		2406		3062		2574		2175		2471		2828		25,682	
334-1-53	SUPERPAVE ASPHALTIC CONCRETE,TRAFFIC LEVEL C, SP-9.5 (PG 76-22)	TN	212		55		246		228		98		193		253		212		179		204		233		2,113	
339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN															6				6				12	
425-6	WATER VALVE OR SIMILAR COVER ADJUSTMENT	EA					2		2										1		2				7	
425-7	MANHOLE RING ADJUSTMENT	EA	6		1		3		3		2		3		6		4		4		3		3		38	
425-11	MODIFY EXISTING DRAINAGE STRUCTURE	EA	8				3						2		5						6		1		25	
706-3	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	EA					58																		58	
710-11-125	TEMPORARY PAVEMENT MARKING - PAINT - STOP BAR 24" WHITE	LF	15		11		26		51		12		12		86						22		23		258	
711-11103	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	97				190		308		85														680	
711-11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	15		11		26		51		12		12		86						22		23		247	
711-11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA					2						2		3										7	
711-11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF					130						23												153	
711-15201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	LF	2030		482		2009		1755		865		1815		1964		2160		1820		1994		2170		19,064	
711-15231	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"	LF											35												35	

PAY ITEM NOTES:

1. PAY ITEM 327-70D CONTRACTOR TO PROPERLY DISPOSE OF MILLED MATERIAL.

UTILITY INFORMATION PROVIDED TO OR COLLECTED BY MEAD & HUNT DURING DESIGN

UTILITY TYPE	UTILITY COMPANY	CONTACT	PHONE	E-MAIL	PRELIMINARY PLANS PROVIDED TO UTILITY (DATE)	INFORMATION QUALITY LEVEL AND DATE RECEIVED				FINAL PLANS PROVIDED TO UTILITY (DATE)
						LEVEL A/4	LEVEL B/3	LEVEL C/2	LEVEL D/1	
ELECTRIC DISTRIBUTION	FPL	DINO FARRUGGIO	(561) 683-2729	dino.farruggio@fpl.com	4/9/2021					
ELECTRIC TRANSMISSION	FPL	RALPH DIAZ	(561) 904-3617	ralph.diaz@fpl.com	4/9/2021				4/20/2021	
GAS	TECO GAS	BRUCE STOUT		bstout@tecoenergy.com>	4/9/2021				4/15/2021	
PHONE	AT&T	KIRBY SPENCER	(386) 257-7930	ks2488@att.com	4/9/2021					
F.O. CABLE	LUMEN	XAN MARIE RYPKEMA	(720) 888-7568	xan.rypkema@centurylink.com	4/9/2021					
F.O. CABLE	SPRINT	JON BAKER	(386) 527-6836	jon.baker@sprint.com	4/9/2021					
F.O. CALBE	UNITI FIBER LLC			towers@uniti.com	4/9/2021					
F.O. CALBE	INTERMETRO FIBER	LAURA GLASS	(850) 826-0846	Laura.glass@glass811.com	4/9/2021				4/9/2021	
TV CABLE	CHARTER COMMUNICATIONS	STACY STAFFORD	(386) 527-6836	stacy.stafford@charter.com	4/9/2021					

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CITY OF HOLLY HILL
FY2021 ROADWAY RESURFACING PROGRAM

ISSUED
08/05/21 BID SET

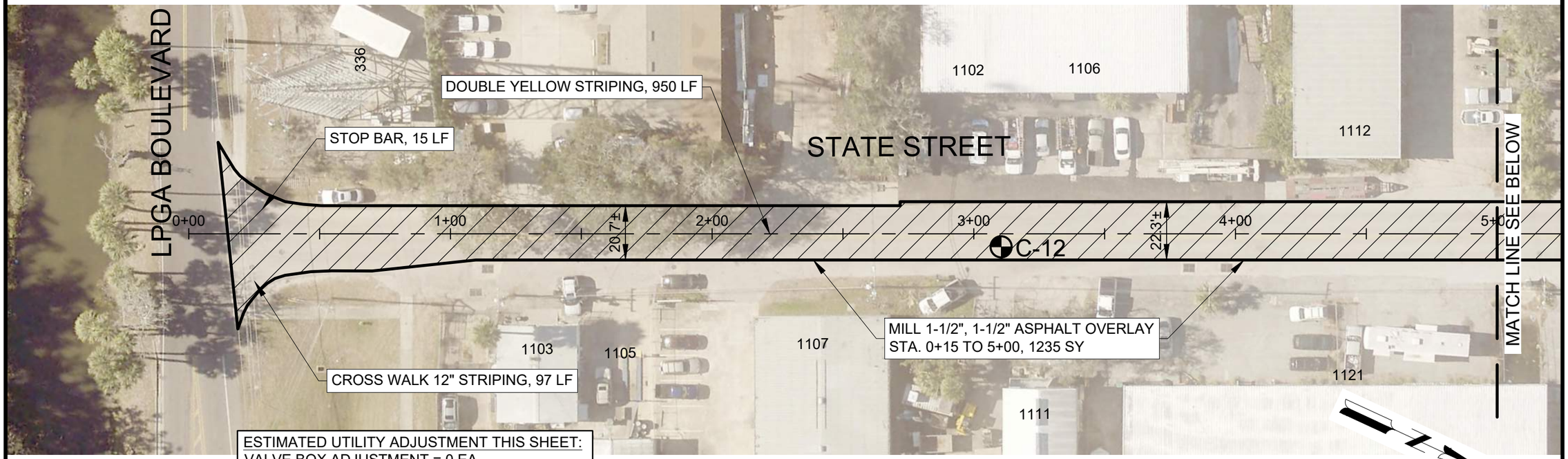
M&H NO.: 1000710-182508.0
DATE: AUGUST, 2021
DESIGNED BY: DAK
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SHEET CONTENTS
QUANTITIES

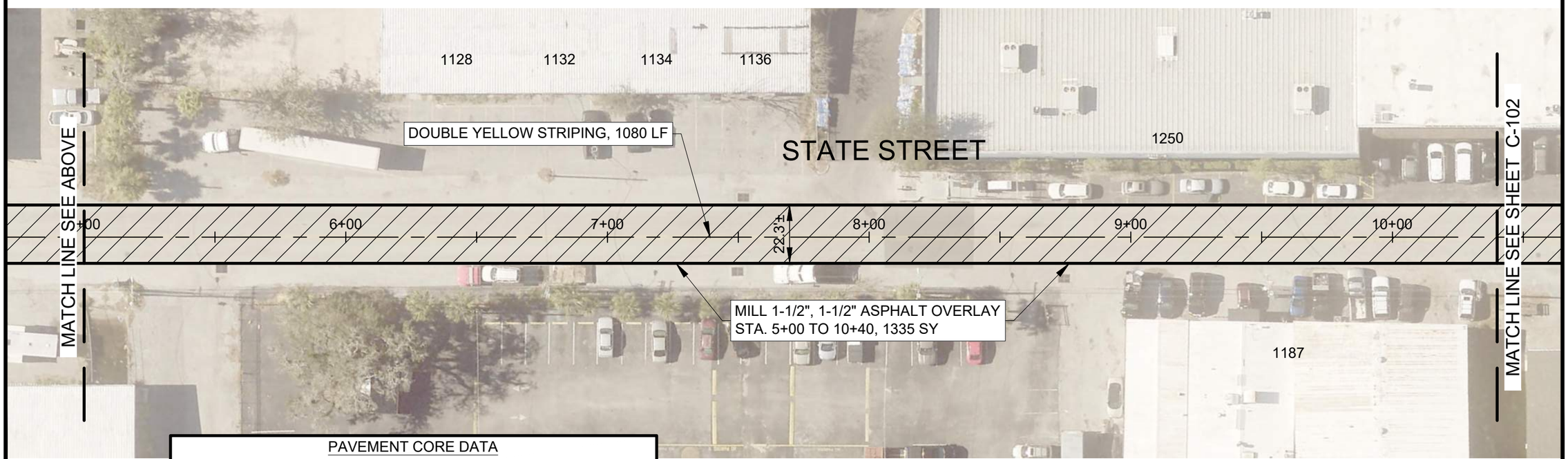
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G-003

Attachment: HH ROAD RESURFACING-FY21_BID SET 08-05-2021 (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway

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ESTIMATED UTILITY ADJUSTMENT THIS SHEET:
VALVE BOX ADJUSTMENT = 0 EA.
MANHOLE RING ADJUSTMENT = 6 EA.
GRATE INLET MILL/ASPHALT REMOVAL = 8 EA.



PAVEMENT CORE DATA

CORE ID	ASPHALT THICKNESS	BASE TYPE
C-12	4.25"	LIMEROCK

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CITY OF HOLLY HILL
FY2021 ROADWAY RESURFACING PROGRAM

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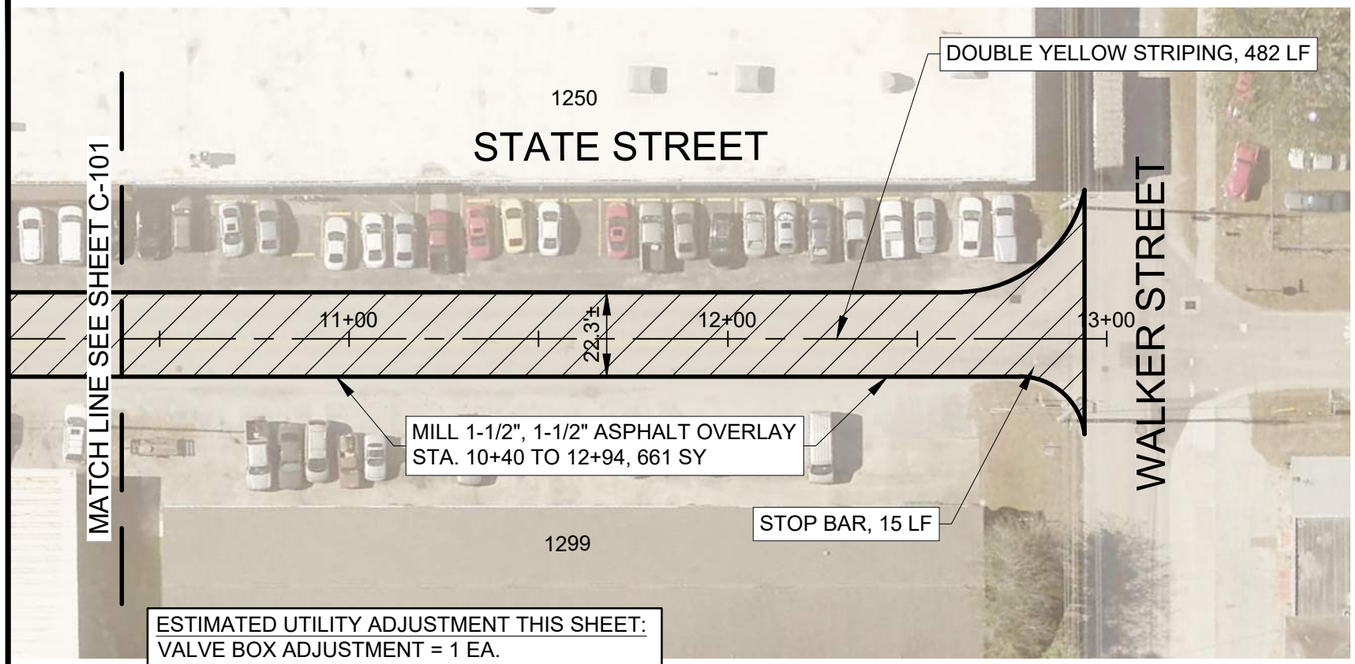
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SHEET CONTENTS
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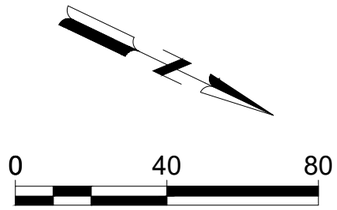
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Attachment: HH ROAD RESURFACING-FY21_BID SET 08-05-2021 (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway

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ESTIMATED UTILITY ADJUSTMENT THIS SHEET:
VALVE BOX ADJUSTMENT = 1 EA.
MANHOLE RING ADJUSTMENT = 1 EA.
GRATE INLET MILL/ASPHALT REMOVAL = 1 EA.



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CITY OF HOLLY HILL
FY2021 ROADWAY RESURFACING PROGRAM

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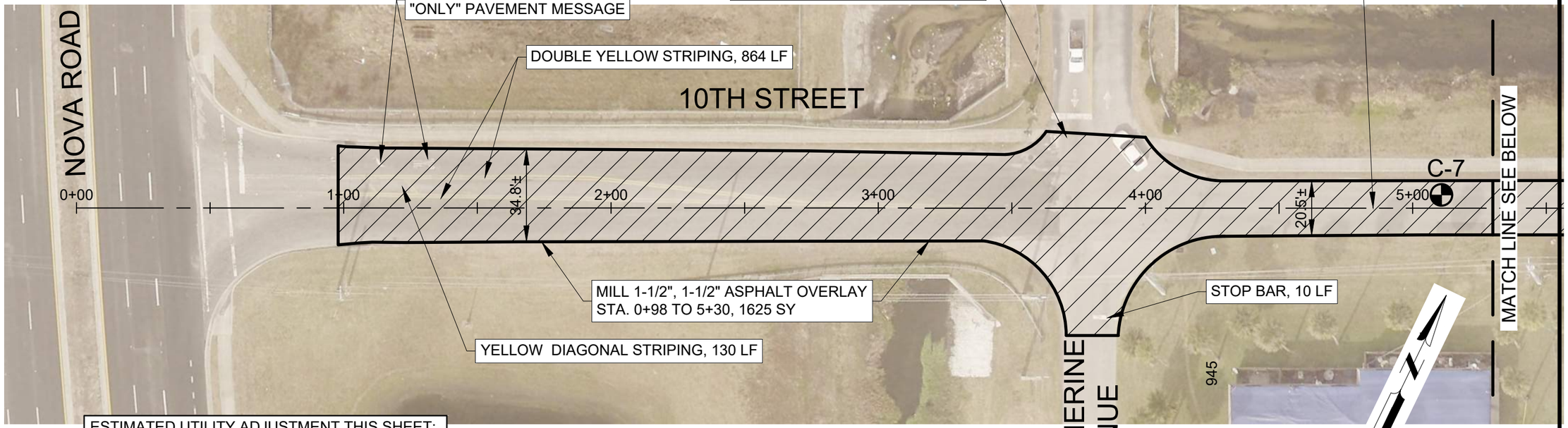
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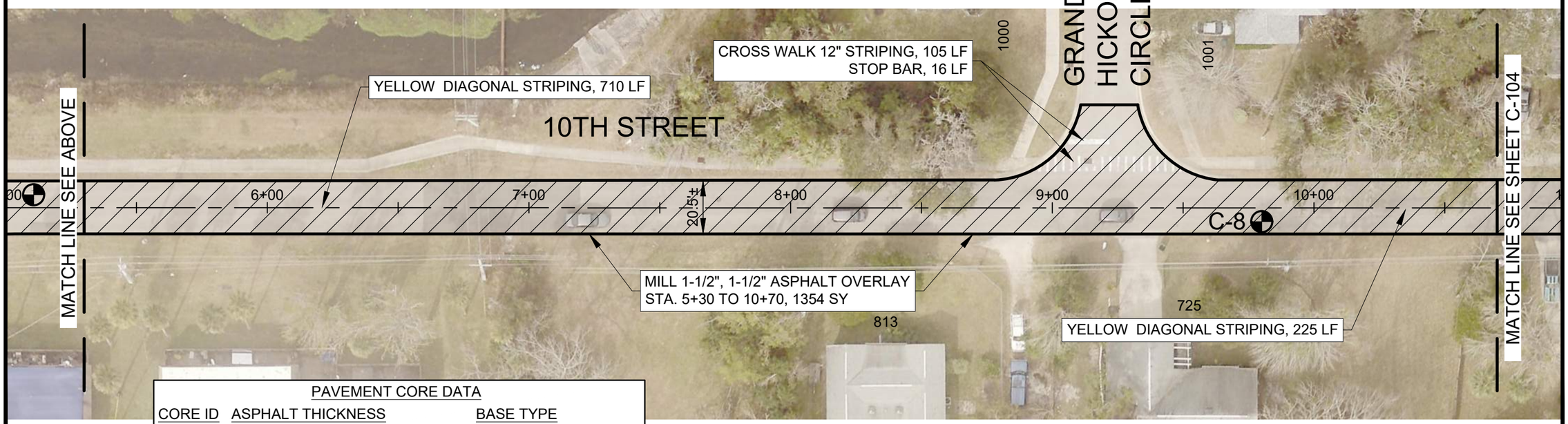
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ESTIMATED UTILITY ADJUSTMENT THIS SHEET:
VALVE BOX ADJUSTMENT = 2 EA.
MANHOLE RING ADJUSTMENT = 3 EA.
GRATE INLET MILL/ASPHALT REMOVAL = 3 EA.



PAVEMENT CORE DATA

CORE ID	ASPHALT THICKNESS	BASE TYPE
C-7	3.75"	LIMEROCK
C-8	3.5"	LIMEROCK / GRAY CLAYEY SAND

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CITY OF HOLLY HILL
FY2021 ROADWAY RESURFACING PROGRAM

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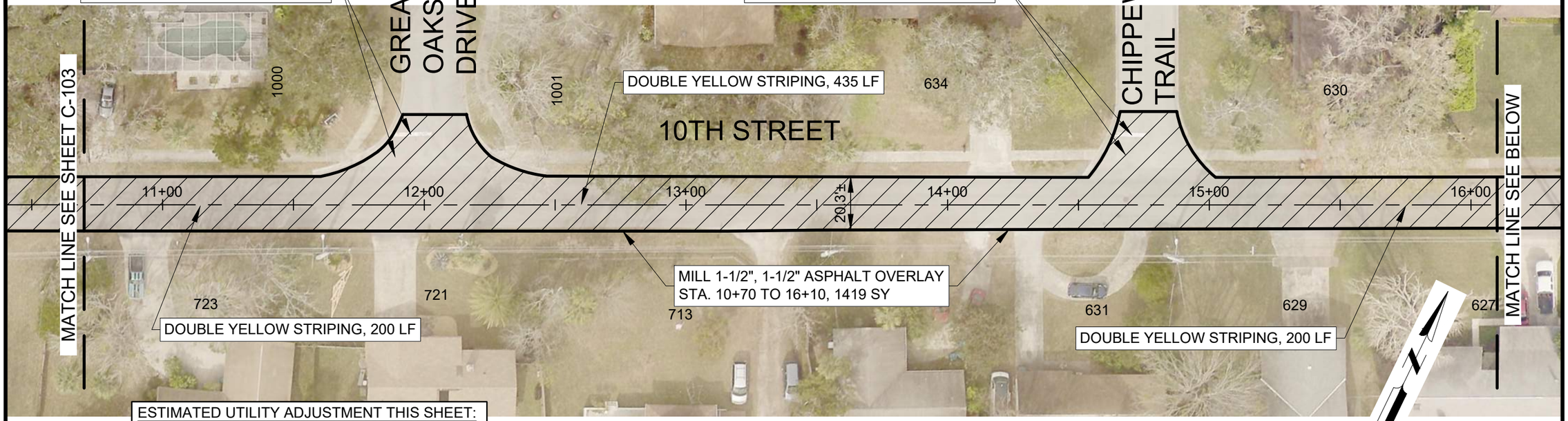
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SHEET CONTENTS
10TH ST

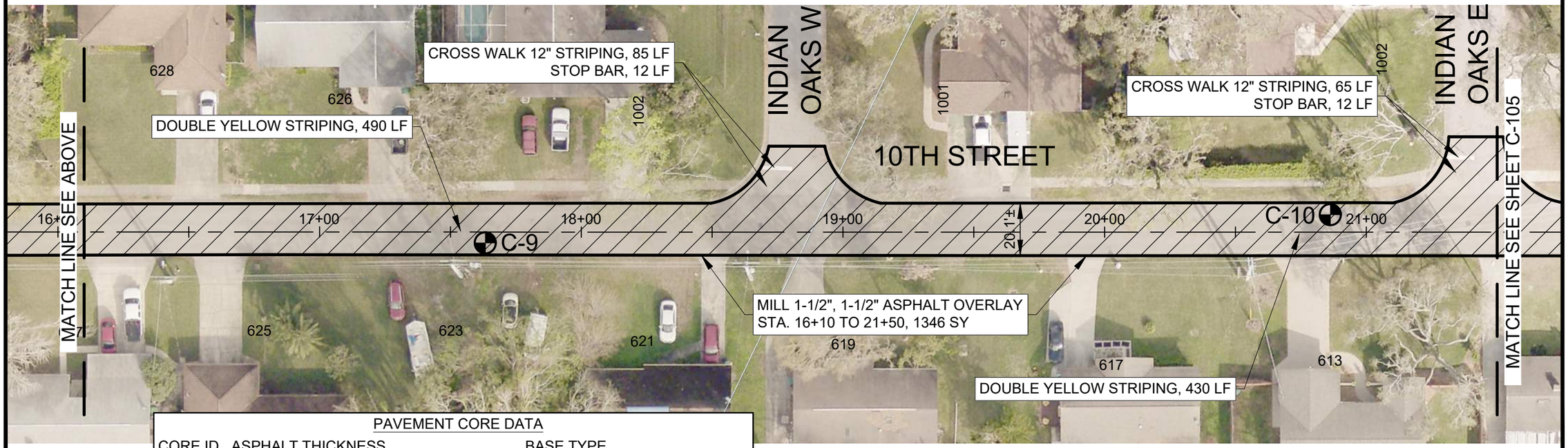
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ESTIMATED UTILITY ADJUSTMENT THIS SHEET:
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MANHOLE RING ADJUSTMENT = 3 EA.
GRATE INLET MILL/ASPHALT REMOVAL = 0 EA.



PAVEMENT CORE DATA

CORE ID	ASPHALT THICKNESS	BASE TYPE
C-9	3.25"	ORANGE SHELLY SAND
C-10	3"	ORANGE SHELLY SAND / ORANGE CLAYEY SAND

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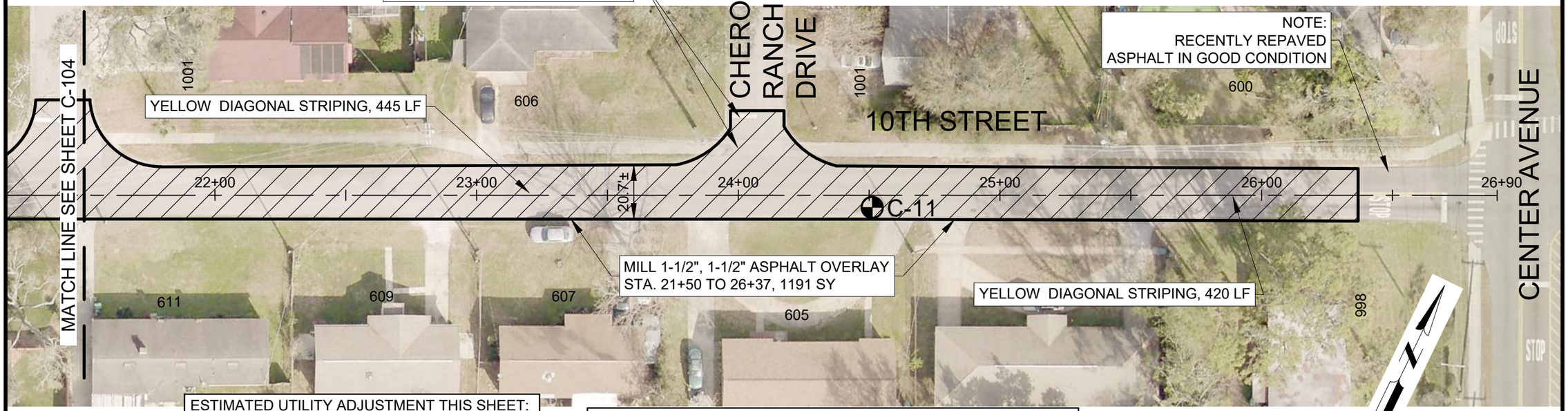
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SHEET CONTENTS
10TH ST

SHEET NO.
C-104

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ESTIMATED UTILITY ADJUSTMENT THIS SHEET:
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MANHOLE RING ADJUSTMENT = 2 EA.
GRATE INLET MILL/ASPHALT REMOVAL = 0 EA.

PAVEMENT CORE DATA

CORE ID	ASPHALT THICKNESS	BASE TYPE
C-11	4.25"	ORANGE SHELLY SAND

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CITY OF HOLLY HILL
FY2021 ROADWAY RESURFACING PROGRAM

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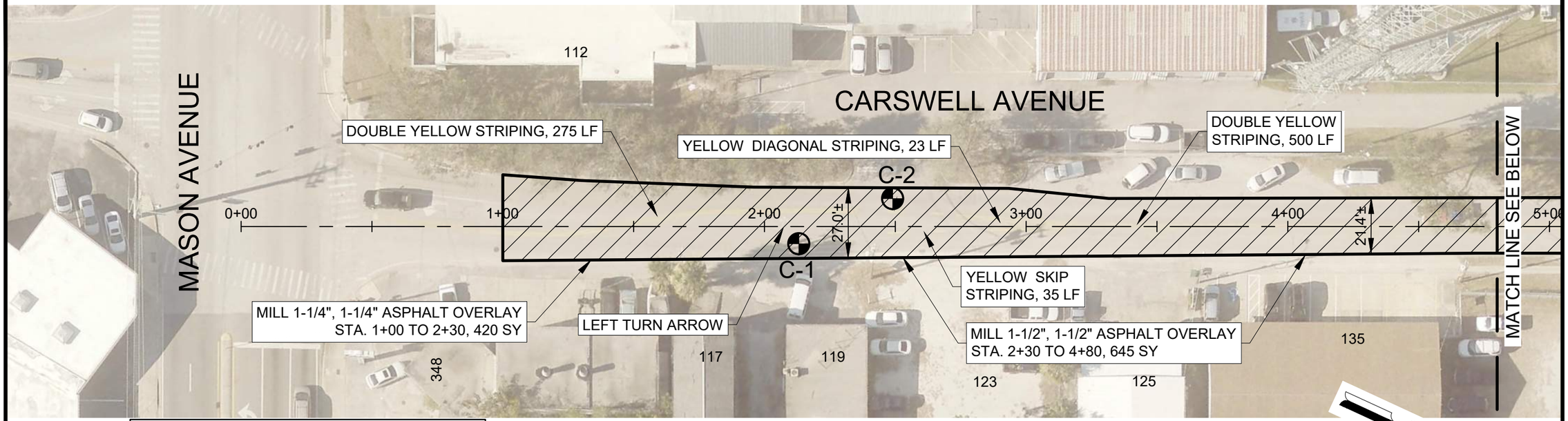
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SHEET CONTENTS
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SHEET NO.
C-105

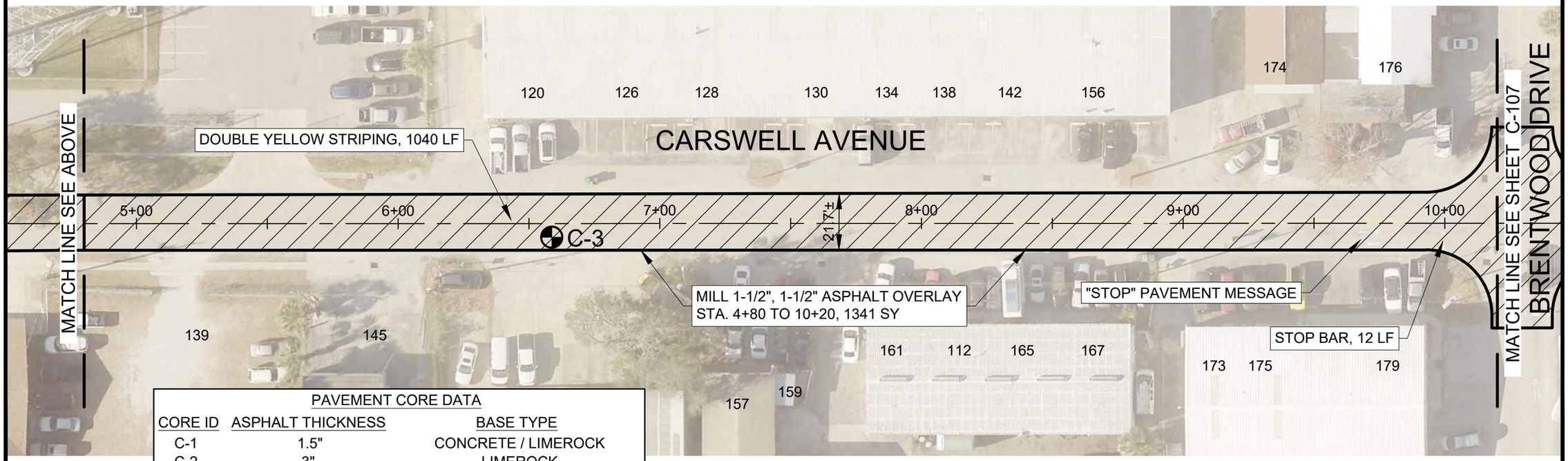
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ESTIMATED UTILITY ADJUSTMENT THIS SHEET:
VALVE BOX ADJUSTMENT = 0 EA.
MANHOLE RING ADJUSTMENT = 3 EA.
GRATE INLET MILL/ASPHALT REMOVAL = 2 EA.

0 40 80



PAVEMENT CORE DATA

CORE ID	ASPHALT THICKNESS	BASE TYPE
C-1	1.5"	CONCRETE / LIMEROCK
C-2	3"	LIMEROCK
C-3	4"	BLACK BASE / LIMEROCK

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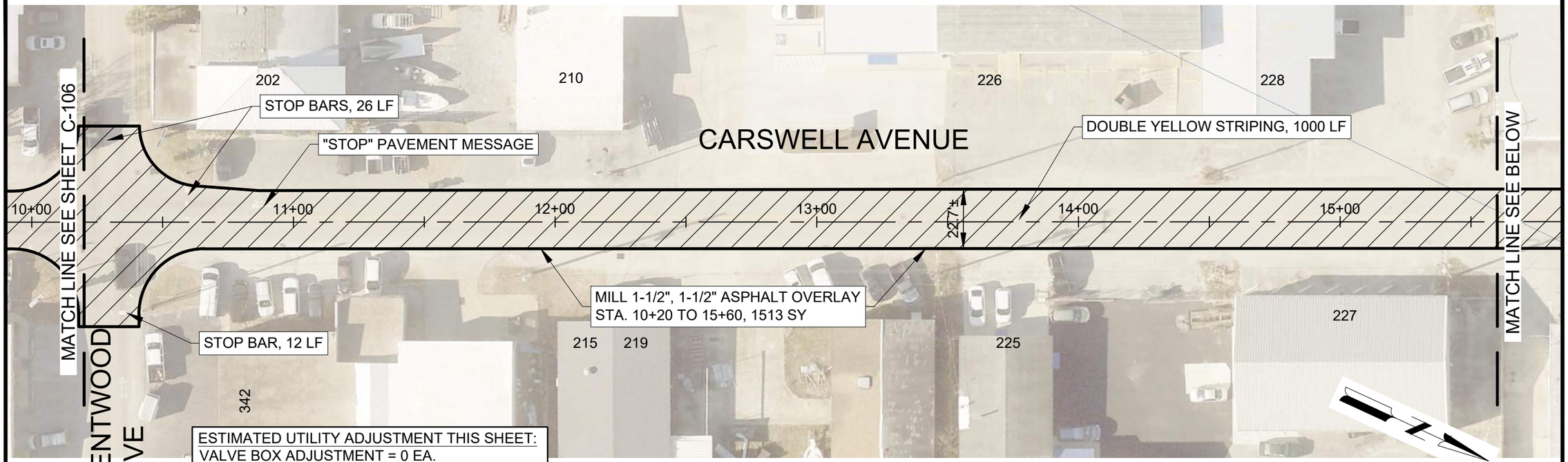
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DATE: AUGUST, 2021
DESIGNED BY: DAK
DRAWN BY: RAP
CHECKED BY: JM
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SHEET CONTENTS
CARSWELL AVE

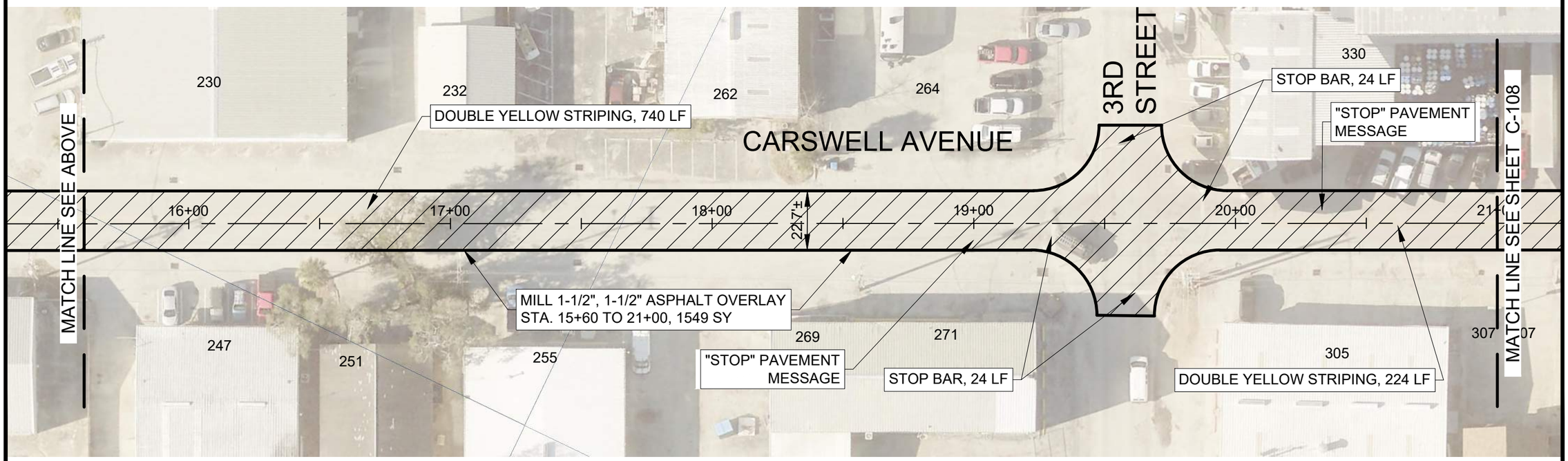
SHEET NO.
C-106

Attachment: HH ROAD RESURFACING-FY21_BID SET 08-05-2021 (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway

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8/5/2021 3:45:16 PM



ESTIMATED UTILITY ADJUSTMENT THIS SHEET:
VALVE BOX ADJUSTMENT = 0 EA.
MANHOLE RING ADJUSTMENT = 6 EA.
GRATE INLET MILL/ASPHALT REMOVAL = 5 EA.



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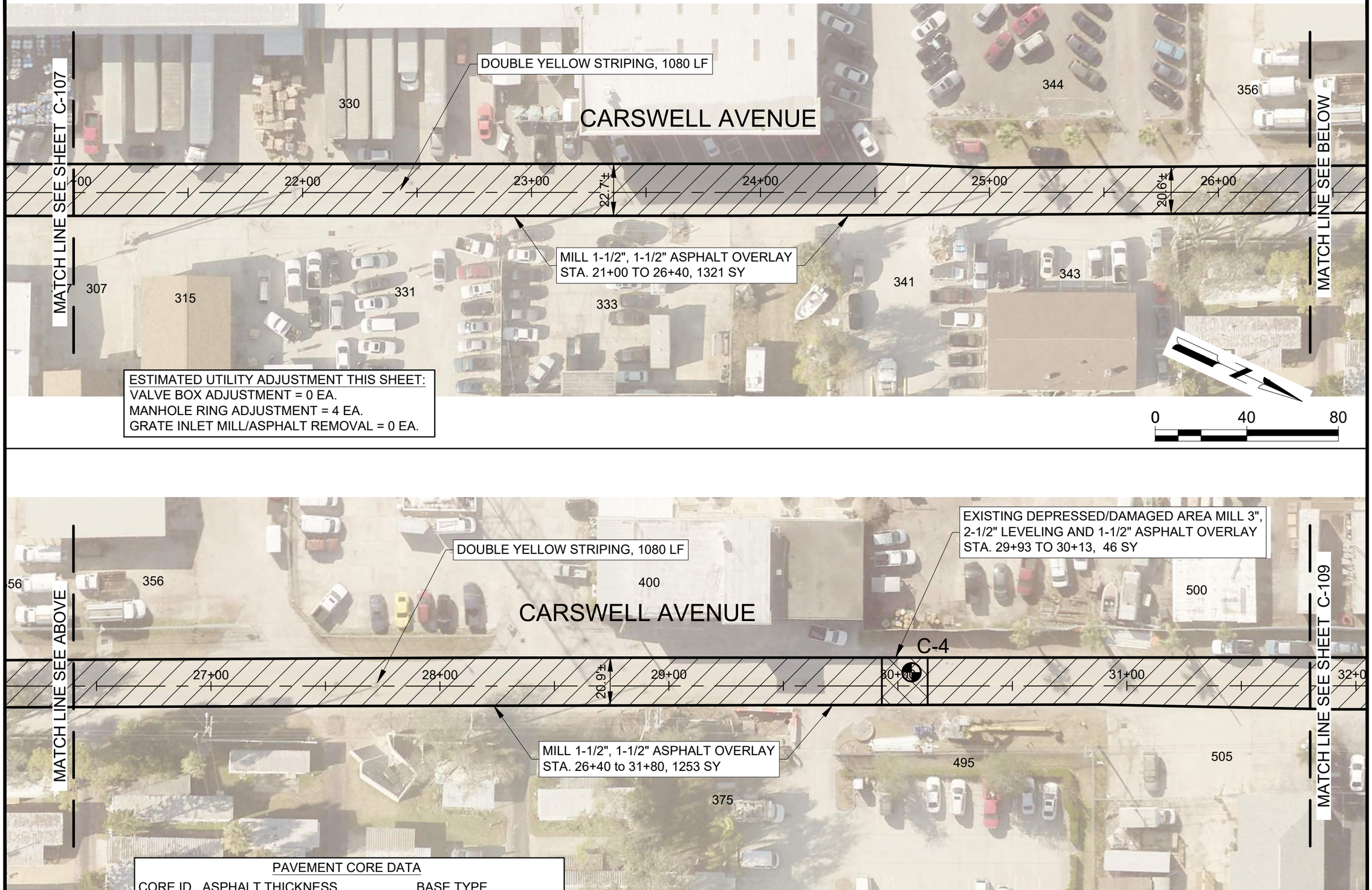
M&H NO.: 1000710-182508.0
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SHEET CONTENTS
CARSWELL AVE

SHEET NO.
C-107

Attachment: HH ROAD RESURFACING-FY21_BID SET 08-05-2021 (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway

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ESTIMATED UTILITY ADJUSTMENT THIS SHEET:
VALVE BOX ADJUSTMENT = 0 EA.
MANHOLE RING ADJUSTMENT = 4 EA.
GRATE INLET MILL/ASPHALT REMOVAL = 0 EA.

PAVEMENT CORE DATA

CORE ID	ASPHALT THICKNESS	BASE TYPE
C-4	4"	BLACK BASE / LIMEROCK

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FY2021 ROADWAY RESURFACING PROGRAM

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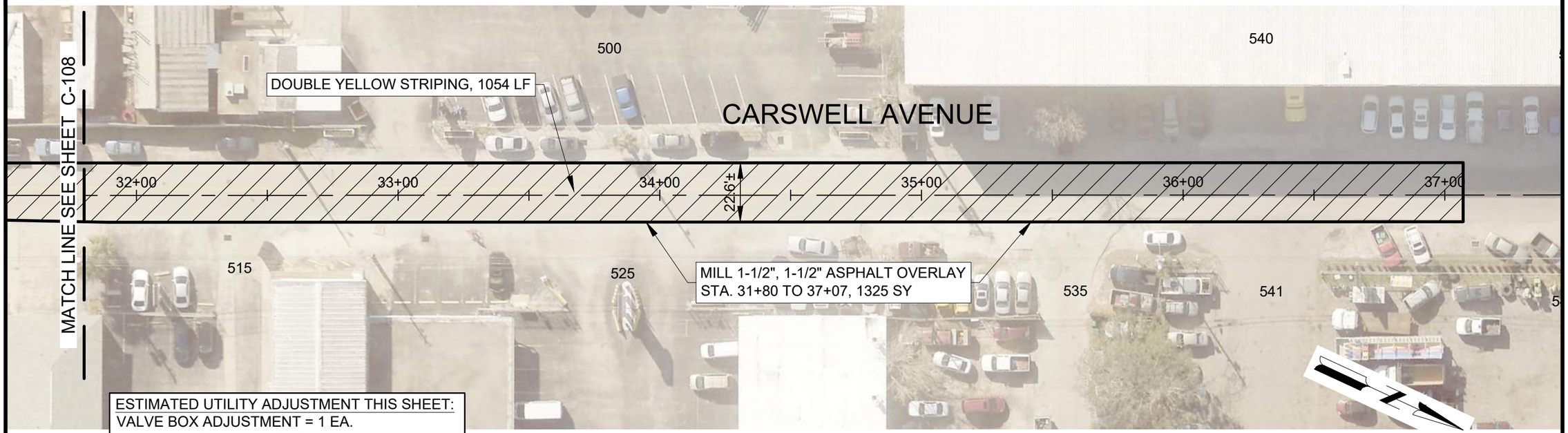
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SHEET CONTENTS
CARSWELL AVE

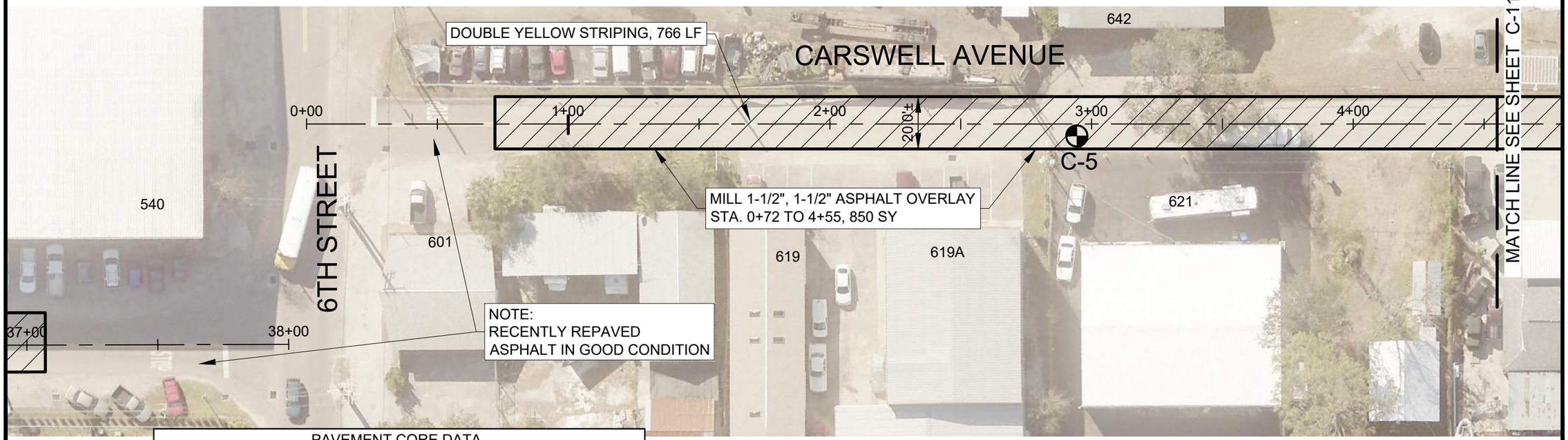
SHEET NO.
C-108

Attachment: HH ROAD RESURFACING-FY21_BID SET 08-05-2021 (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway

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ESTIMATED UTILITY ADJUSTMENT THIS SHEET:
VALVE BOX ADJUSTMENT = 1 EA.
MANHOLE RING ADJUSTMENT = 4 EA.
GRATE INLET MILL/ASPHALT REMOVAL = 0 EA.



PAVEMENT CORE DATA

CORE ID	ASPHALT THICKNESS	BASE TYPE
C-5	5"	LIMEROCK

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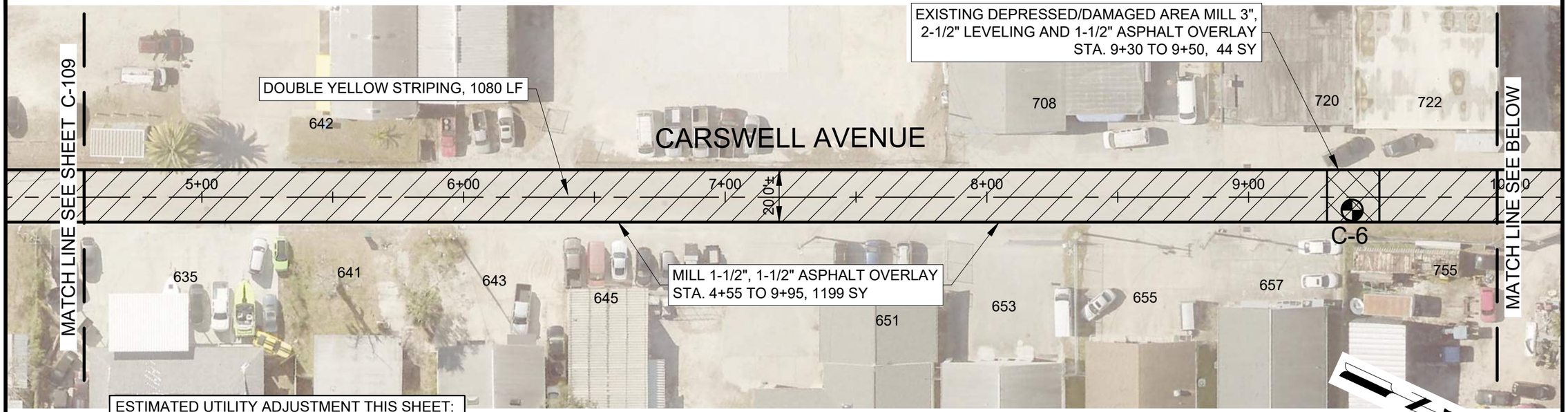
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SHEET CONTENTS
CARSWELL AVE

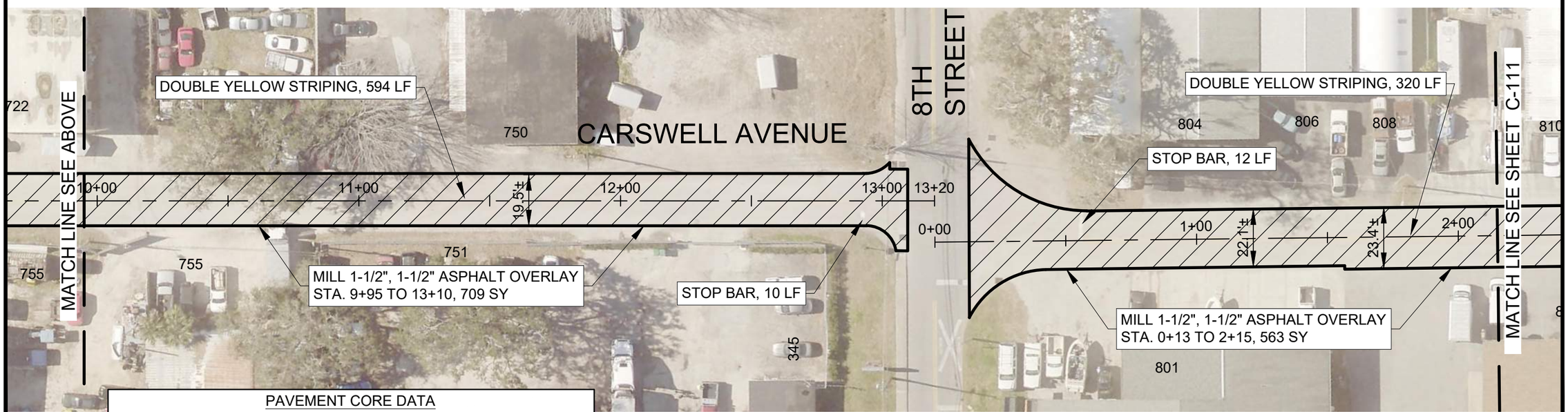
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C-109

Attachment: HH ROAD RESURFACING-FY21_BID SET 08-05-2021 (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway

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ESTIMATED UTILITY ADJUSTMENT THIS SHEET:
VALVE BOX ADJUSTMENT = 2 EA.
MANHOLE RING ADJUSTMENT = 3 EA.
GRATE INLET MILL/ASPHALT REMOVAL = 6 EA.



PAVEMENT CORE DATA

CORE ID	ASPHALT THICKNESS	BASE TYPE
C-6	3"	BLACK BASE / LIMEROCK

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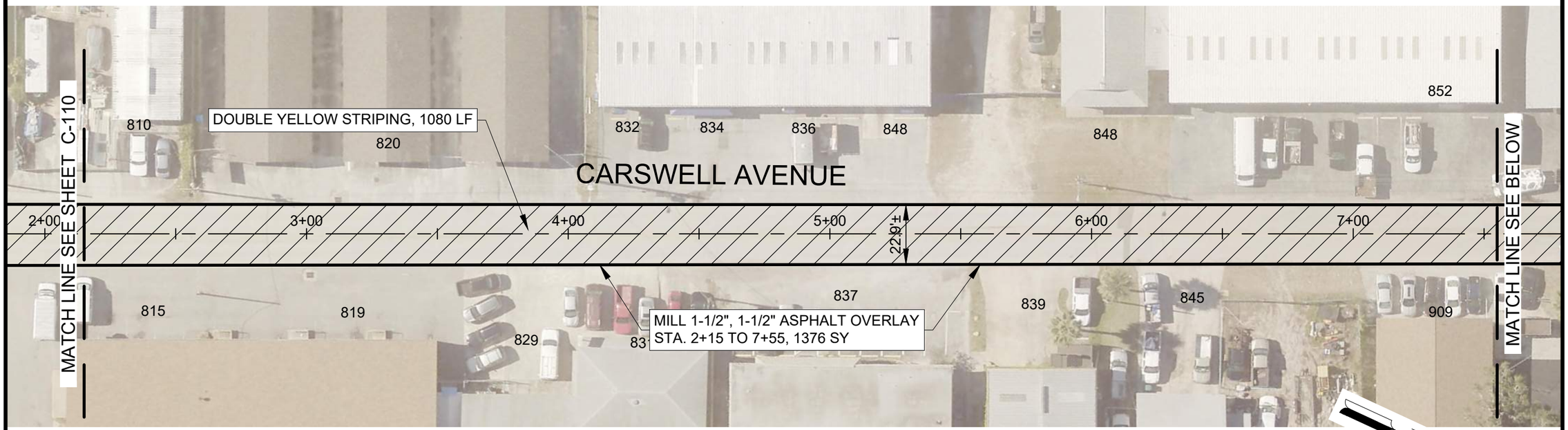
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SHEET CONTENTS
CARSWELL AVE

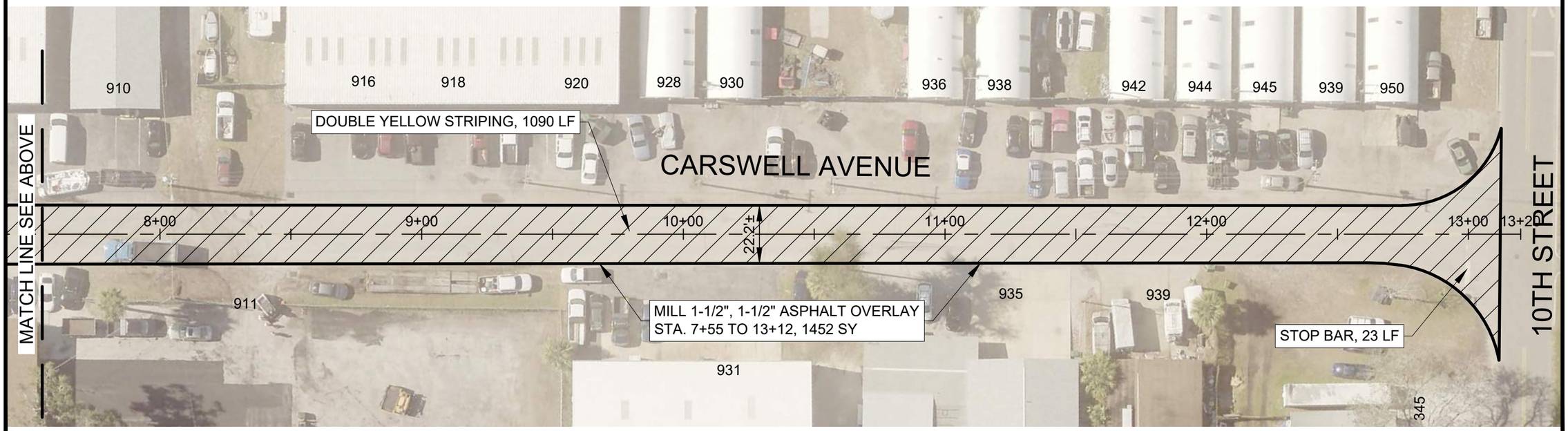
SHEET NO.
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Attachment: HH ROAD RESURFACING-FY21_BID SET 08-05-2021 (2021-87 : Recommendation of Award for 2021-2022 FY Roadway

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ESTIMATED UTILITY ADJUSTMENT THIS SHEET:
VALVE BOX ADJUSTMENT = 0 EA.
MANHOLE RING ADJUSTMENT = 3 EA.
GRATE INLET MILL/ASPHALT REMOVAL = 1 EA.



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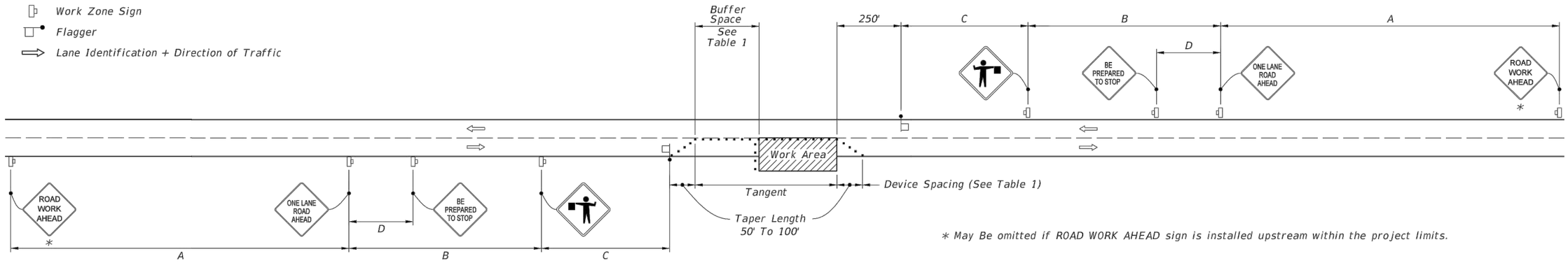
SHEET NO.
C-111

Attachment: HH ROAD RESURFACING-FY21_BID SET 08-05-2021 (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway

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SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification + Direction of Traffic



WITHOUT TEMPORARY RAISED RUMBLE STRIPS

GENERAL NOTES:

1. Special Conditions may be required in accordance with these notes and the following sheets:
   - A. Railroad Crossings:
     - a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 3.
     - b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.
   - B. If the Work Area encroaches on the Centerline, use the Layout for Temporary Lane Shift to Shoulder on Sheet 3 only if the Existing Paved Shoulder width is sufficient to provide for an 11' lane between the Work Area and the Edge of Existing Paved Shoulder. Reduce the posted speed when appropriate.
2. Temporary Raised Rumble Strips:
   - A. Use when both of the following conditions are met concurrently:
     - a. Existing Posted Speed is 55 mph or greater;
     - b. Work duration is greater than 60 minutes.
   - B. Use a consistent Strip color throughout the work zone.
   - C. Place each Rumble Strip Set transversely across the lane at locations shown.
   - D. Use Option 1 or Option 2 as shown on Sheet 2. Use only one option throughout work zone.
3. Additional one-way control may be provided by the following means:
   - A. Flag-carrying vehicle;
   - B. Official vehicle;
   - C. Pilot vehicles;
   - D. Traffic signals.

   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.
4. When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable TCZ Indexes.
5. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
6. When Buffer Space cannot be attained due to geometric constraints, use the greatest attainable length, not less than 200 ft, for posted speeds greater than 25 mph.
7. ROAD WORK AHEAD and the BE PREPARED TO STOP signs may be omitted if all of the following conditions are met:
   - A. Work operations are 60 minutes or less.
   - B. Speed limit is 45 mph or less.
   - C. There are no sight obstructions to vehicles approaching the work area for a distance equal to the Buffer Space shown in Table 1.
   - D. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
   - E. Volume and complexity of the roadway has been considered.
   - F. If a railroad crossing is present, vehicles will not queue across rail tracks.
   - G. AFADs are not in use.
8. See Index 102-600 for general TCZ requirements and additional information.
9. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specifications Section 102, 990 and the APL vendor drawings.

TABLE 1

Posted Speed	DEVICE SPACING: Maximum Spacing of Cones or Tubular Markers		DEVICE SPACING: Maximum Spacing of Type I or Type II Barricades/Panels/Drums		Distance Between Signs				Buffer Space
	On a Taper	On a Tangent	On a Taper	On a Tangent	A	B	C	D	
25	20'	50'	20'	50'	200'	200'	200'	100'	155'
30	20'	50'	20'	50'	200'	200'	200'	100'	200'
35	20'	50'	20'	50'	200'	200'	200'	100'	250'
40	20'	50'	20'	50'	200'	200'	200'	100'	305'
45	20'	50'	20'	50'	350'	350'	350'	175'	360'
50	20'	50'	20'	100'	500'	500'	500'	250'	425'
55	20'	50'	20'	100'	2640'	1500'	1000'	500'	495'
60	20'	50'	20'	100'	2640'	1500'	1000'	500'	570'
65	20'	50'	20'	100'	2640'	1500'	1000'	500'	645'
70	20'	50'	20'	100'	2640'	1500'	1000'	500'	730'

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.

LAST REVISION	REVISION	DESCRIPTION:
11/01/17		

FDOT FY 2020-21 STANDARD PLANS

TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY

INDEX 102-603

SHEET 1 of 3

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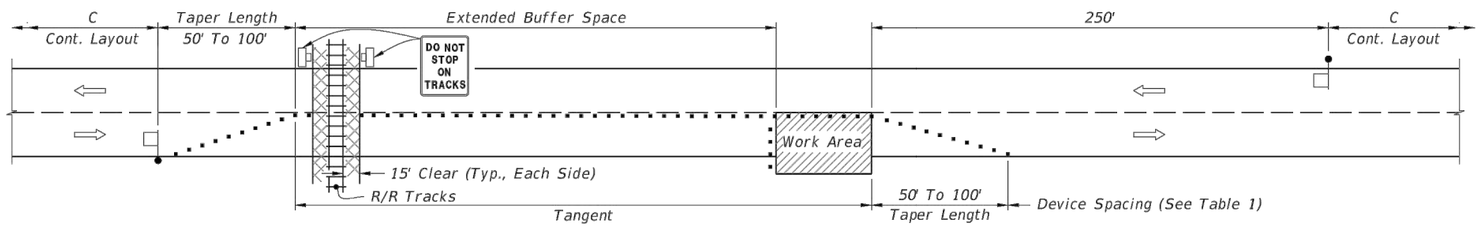
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STANDARD DETAILS

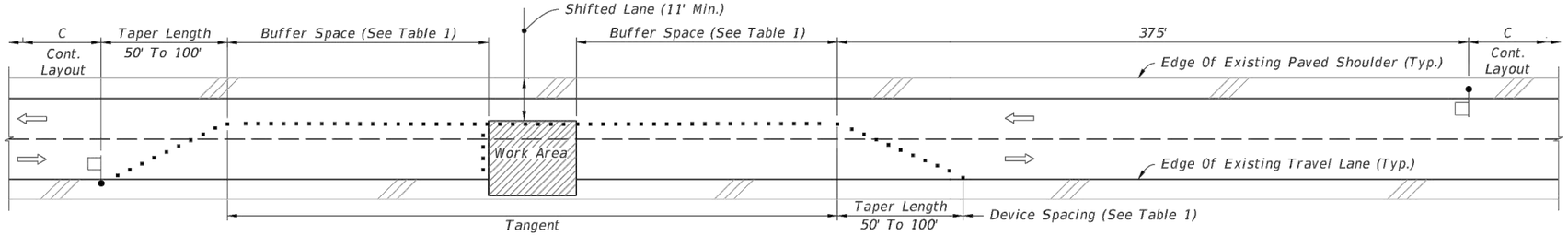
SHEET NO.
C-501

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TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION



TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE

SPECIAL CONDITIONS

Cross Reference:
1. See General Note 1, Sheet 1 for more information.

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/17						102-603	3 of 3

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FY2021 ROADWAY RESURFACING PROGRAM

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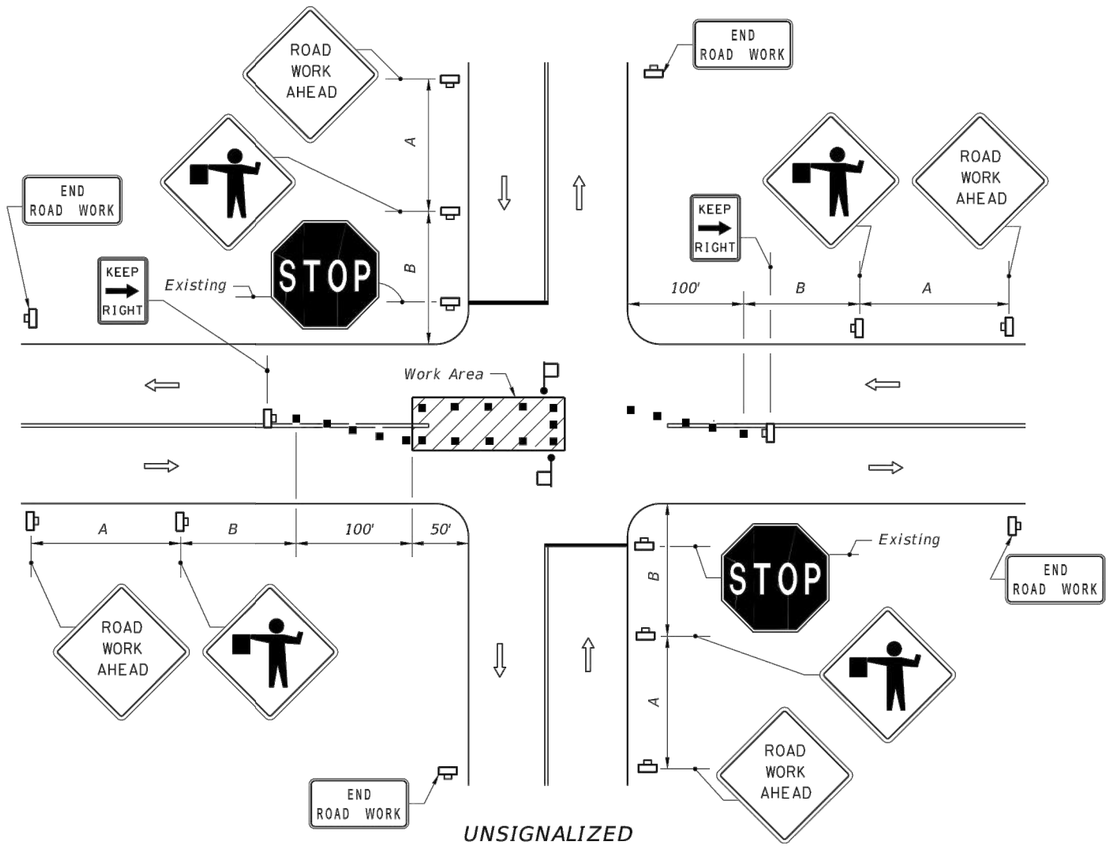
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SHEET CONTENTS
STANDARD DETAILS

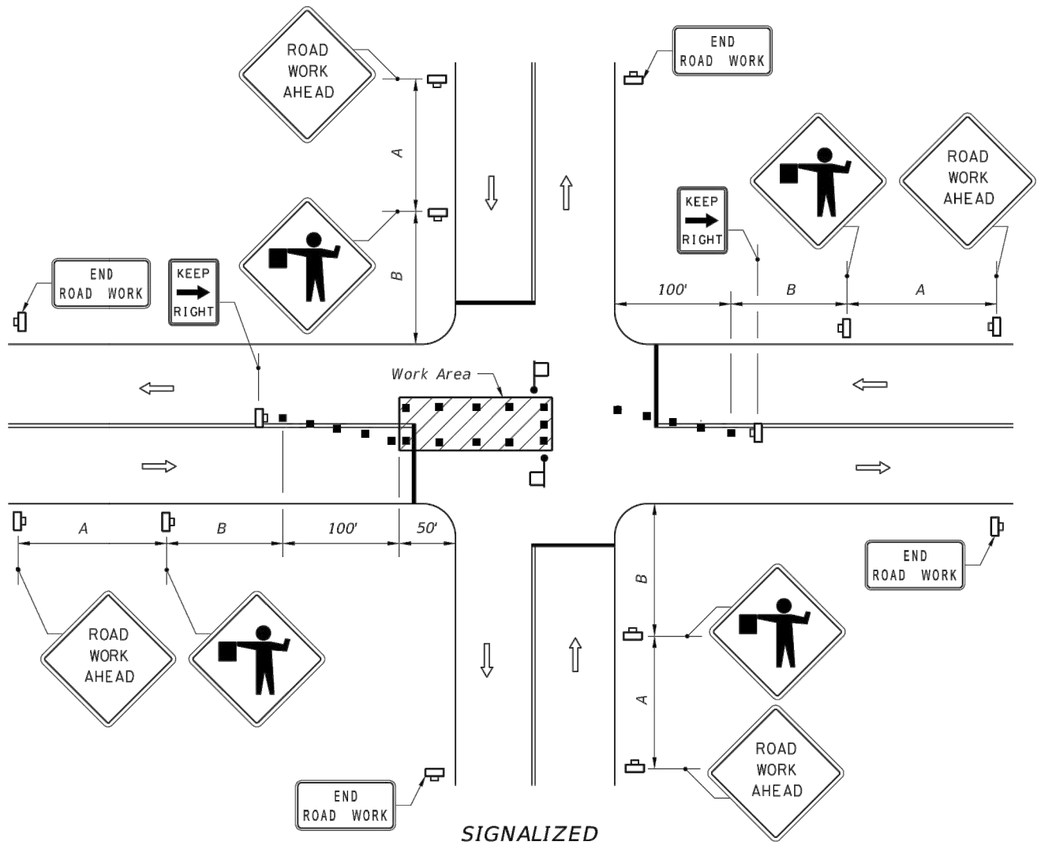
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UNSIGNALIZED



SIGNALIZED

SYMBOLS

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Stop Bar
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. The FLAGGER legend sign may be substituted for the symbol sign.
2. When vehicles in a parking zone block the line of sight to TCZ signs, the signs shall be post mounted and located in accordance with Index 700-101.
3. If the work space extends across a crosswalk, the crosswalk should be closed using the information in Index 102-660.
4. Flaggers shall be located where they can control more than one direction of traffic.

   Flaggers shall be in sight of each other or in direct communication at all times.
5. Maximum spacing between channelizing devices shall be not greater than 20'.
6. Temporary signal phasing modifications are to be approved by the District Traffic Operations Engineer prior to the beginning of work.
7. For general TCZ requirements and additional information, refer to Index 102-600.
8. For unsignalized intersections, use Temporary Raised Rumble Strips in accordance with Index 102-603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.

DURATION NOTES

1. ROAD WORK AHEAD AND END ROAD WORK sign may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Speed is 45 mph or less.
   c. No sight obstructions to vehicles approaching the work area for a distance equal to A plus B.
   d. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
   e. Volume and complexity of the roadway has been considered.

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF A PORTION OF ONE OR MORE TRAFFIC LANES IN AN INTERSECTION.

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK IN INTERSECTION	INDEX	SHEET
11/01/17						102-604	1 of 1

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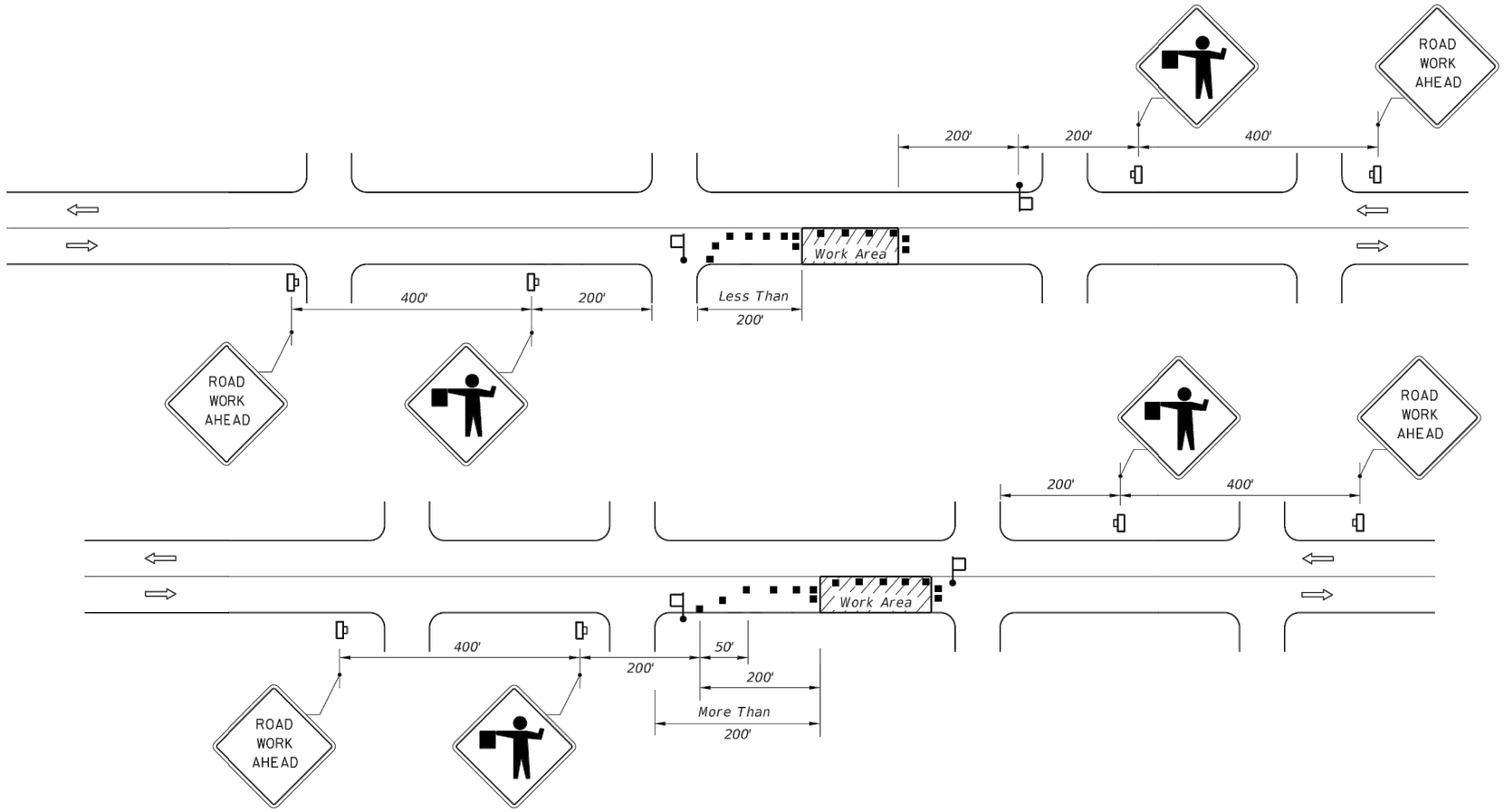
M&H NO.: 1000710-182508.0
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DESIGNED BY: DAK
DRAWN BY: RAP/PEJ
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SHEET CONTENTS
STANDARD DETAILS

SHEET NO.
C-503

Attachment: HH ROAD RESURFACING-FY21_BID SET 08-05-2021 (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway

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CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF ONE TRAFFIC LANE, FOR WORK AREAS LESS THAN 200' DOWNSTREAM FROM AN INTERSECTION FOR A PERIOD OF MORE THAN 60 MINUTES.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF ONE TRAFFIC LANE, FOR WORK AREAS 200' OR MORE DOWNSTREAM FROM AN INTERSECTION FOR A PERIOD OF MORE THAN 60 MINUTES.

SYMBOLS

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. Work operations shall be confined to one travel lane, leaving the opposing travel lane open to traffic.
2. When vehicles in a parking zone block the line of sight to TCZ signs or when TCZ signs encroach on a normal pedestrian walkway, the signs shall be post mounted and located in accordance with Index 700-101.
3. If work area is confined to an outside auxiliary lane, the work area shall be barricaded and the FLAGGER signs replaced by ROAD WORK AHEAD signs. Flaggers are not required.
4. Flaggers shall be in sight of each other or in direct communication at all times.
5. The FLAGGER legend sign may be substituted for the symbol sign.
6. The maximum spacing between devices shall be no greater than 25.'
7. For general TCZ requirements and additional information, refer to Index 102-600.
8. The two channelizing devices directly in front and directly at the end of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
9. Use Temporary Raised Rumble Strips in accordance with Index 102-603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.

DURATION NOTES

1. ROAD WORK AHEAD sign may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Speed is 45 mph or less.
   c. No sight obstructions to vehicles approaching the work area for a distance of 600 feet.
   d. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
   e. Volume and complexity of the roadway has been considered.

LAST REVISION	REVISION	DESCRIPTION:				
11/01/17			FDOT FY 2020-21 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK NEAR INTERSECTION	INDEX 102-605	SHEET 1 of 1

Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

HOLLY HILL FLORIDA

These documents shall not be used for any purpose other than the project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

CITY OF HOLLY HILL
FY2021 ROADWAY RESURFACING PROGRAM

ISSUED
08/05/21 BID SET

M&H NO.: 1000710-182508.0
DATE: AUGUST, 2021
DESIGNED BY: DAK
DRAWN BY: RAP/PEJ
CHECKED BY: JM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
STANDARD DETAILS

SHEET NO.
C-504

Attachment: HH ROAD RESURFACING-FY21_BID SET 08-05-2021 (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway

X:\1000710\182508.03\TECH\CAD\DRAWINGS\1000710-182508.03 STANDARD DETAILS.DWG
8/5/2021 3:46:35 PM 2/26/2020 12:31:28 PM

TERM CONTRACT FOR PAVEMENT MANAGEMENT PROGRAM SERVICES (IFB-603616-19/BJC)

THIS AGREEMENT is dated as of the 15 day of January 2020, by and between **P & S PAVING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 3701 Olson Drive, Daytona Beach, Florida 32124, in this Agreement "CONTRACTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement "COUNTY."

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide Pavement Management Program services in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

CERTIFIED COPY - GRANT MALOY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA
BY: Kyla Farrell

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations by both parties under such Release Orders will remain in effect until delivery and acceptance of the services authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services.

(a) Authorization for provision of services by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

(b) All contractors will be invited to participate in the quoting process for each project as directed by COUNTY's representative. Detailed technical information will be provided to each contractor, and they will have the opportunity to submit a quote based on the not-to-exceed price structure established in this Agreement. The final bids will normally be submitted on either a lump

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sum bid or unit price basis, as stipulated by COUNTY's representative. A lump sum bid will represent the total price for which a contractor offers to complete the work according to the detailed plans and specifications. Unit price bidding will be used in projects for which the quantity of materials or the amount of labor involved in some key tasks is particularly uncertain. In such cases, the contractors will be allowed to submit a list of unit prices for those tasks, computed by multiplying the quoted unit price for each specified task by the corresponding quantity in COUNTY representative's estimates for quantities. However, the total payment to the selected contractor will be based on the actual quantities multiplied by the respective quoted unit prices.

Section 4. Time for Completion. The services to be provided by CONTRACTOR must be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement on a Fixed Fee basis. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order services actually provided, but in no

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event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as services are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice must be sent to:

Public Works Department/Engineering Division
100 East 1st Street
Sanford, Florida 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

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(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

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Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually

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severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Agreement and Release Order in Conflict. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement will prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely

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for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

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Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement

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Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge

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of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida

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Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Pollution Liability	$1,000,000.00

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(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence

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rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve

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disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective

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unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

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copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

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constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Public Works Department/Engineering Division
100 East 1st Street
Sanford, Florida 32771

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

For CONTRACTOR:

P & S Paving, Inc.
3701 Olson Drive
Daytona Beach, Florida 32124

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

Witness

Wende Lee
Print Name

Witness

Print Name

P & S PAVING, INC.

TODD PHILLIPS

Vice President
Title

12·18·19
Date

[Balance of this page intentionally blank; signature page continues on Page 21.]

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

Witness

Print Name

Witness

Victoria Hewett
Print Name

SEMINOLE COUNTY, FLORIDA

By: _____
BETSY COHEN, Acting Purchasing and Contracts Manager

Date: 1/15/2020

For the use and reliance of Seminole County only.

As authorized for execution by the Board of County Commissioners at its 12/10/19, 2019, regular meeting.

Approved as to form and legal sufficiency.

County Attorney

DGS/dre
11/6/19
Attachments:
Exhibit A - Scope of Services and Fee Structure
Exhibit B - Sample Release Order
T:\Users\Legal Secretary CSB\Purchasing 2019\IFB-603616-19 BJC P&S Paving.docx

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

BOND NO. 30065077

PERFORMANCE BOND
($500,000.00)
Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that:

P&S Paving, Inc.
(Name of CONTRACTOR)

3701 Olson Drive Daytona Beach, FL 32124
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 386-258-7911

a corporation
(Corporation, Partnership, or Individual)

hereinafter called Principal, and Western Surety Company
(Name of Surety)

151 N Franklin St Chicago, IL 60606
(Address of Surety)

Surety's Telephone Number: 312-822-5000

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of Five Hundred Thousand ---------- DOLLARS ($ 500,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than five hundred thousand ($500,000.00).

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 15 day of January, 2020, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property: Seminole County

Pavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to the Pavement Management Program within Seminole County.

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statues, and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited, to the guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement; and

2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs, and attorneys fees, including costs and attorneys fees on appeal that COUNTY sustains resulting from any breach or default by Principal under the Agreement

then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above-referenced Agreement and the Contract Documents of which the Agreement is a part except that the coverage of the Performance Bond is limited to 100 percent of the Contract Price.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to COUNTY for all such direct loss or damage (including reasonable attorneys fees and costs and attorneys fees and costs on appeal) resulting from any failure to perform, up to $500,000.00 and for Indirect damages as determined by COUNTY up to an additional twenty percent (20%) over the adjusted amount.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold COUNTY harmless from any and all loss, damage, cost, and expense, including reasonable attorneys fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder up to $500,000.00.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents; and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principals' Work and be the completing Surety even if performance of the Principal's Work exceeds the adjusted Principals' Contract Price; or (ii) re-bid and re-let the Principals' Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, however, such obligation shall only arise upon a declaration of default of the Principal and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without Surety's knowledge or consent; and (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same maybe amended, or any similar state or federal law, or any limitations of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. However, in the event Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents are executed exceeding 110 percent of the contract price, the Surety shall be notified by COUNTY of such increased by COUNTY, and the Principal shall be required to increase the sum of the Bond to be commensurate with the increased Contract Price.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

(End of Document – Signature Pages Follow)

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

IN WITNESS WHEREOF, this instrument is executed this 13th day of January, 2020.

ATTEST:

By: _____
(Secretary)

Name: Tim Phillips
(Typed or Printed)

PRINCIPAL/CONTRACTOR

P&S Paving, Inc.

By: _____
(Officer)

Name: Todd Phillips
(Typed or Printed)

Title: Vice President

Address: 3701 Olson Drive

City, ST ZIP: Daytona Beach, FL 32124

Witness

Wende Lee
Print Name

Christy Welch
Witness

Christy Welch
Print Name

(Surety Signature Page Follows)

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

ATTEST:

By: n/a
(Secretary)

Name: n/a
(Typed or Printed)

SURETY

Western Surety Company

By: _____
(Officer)

Name: Tyler D DeBord
(Typed or Printed)

Title: Attorney In Fact

Address: 151 N Franklin St

City, ST ZIP: Chicago, IL 60606

Witness
Margie Hall
Print Name

Witness
Ashley Tyree
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

BOND NO 30065077

PAYMENT BOND
($500,000.00)
Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that:

P&S Paving, Inc.
(Name of CONTRACTOR)

3701 Olson Drive Daytona Beach, FL 32124
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 386-258-7911

a corporation
(Corporation, Partnership, or Individual)

hereinafter called Principal, and Western Surety Company
(Name of Surety)

151 N Franklin St Chicago, IL 60606
(Address of Surety)

Surety's Telephone Number: 312-822-5000

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of Five Hundred Thousand DOLLARS ($500,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 15 day of January, 2020 a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property: Seminole County

Pavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to Pavement Management Program within Seminole County.

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as same may be amended.

2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

3. This Bond is conditioned that CONTRACTOR shall promptly make payments to all persons defined in Section 713.05, Florida Statutes, whose claims derive from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish CONTRACTOR with a notice that (s)he may look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his/her labor, materials, supplies, or rental equipment within ninety (90) days after final furnishing of the labor, services, materials, or equipment by claimant, deliver to CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. The Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes, and not as a common law bond.

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

IN WITNESS WHEREOF, this instrument is executed this 13th day of January, 20 20.

ATTEST:

By: _____
(Secretary)

Name: Tim Phillips
(Typed or Printed)

PRINCIPAL/CONTRACTOR

P&S Paving, Inc.

By: _____
(Officer)

Name: Todd Phillips
(Typed or Printed)

Title: Vice President

Address: 3701 Olson Drive

City, ST ZIP: Daytona Beach, FL 32124

_____
Witness

Wende Lee
Print Name

_____
Witness

Christy Welch
Print Name

(Surety Signature Page Follows)

PAYMENT BOND

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

ATTEST:

By: n/a
(Secretary)

Name: n/a
(Typed or Printed)

SURETY

Western Surety Company

By: _____
(Officer)

Name: Tyler D DeBord
(Typed or Printed)

Title: Attorney In Fact

Address: 151 N Franklin St

City, ST ZIP: Chicago, IL 60606

Witness
Margie Hall
Print Name

Witness
Ashley Tyree
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Pamela J Thompson, Tyler D DeBord, Stephen P Farmer, Individually

of Daytona Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of September, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 5th day of September, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, _____.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

BOND NO 30065077M

MATERIAL AND WORKMANSHIP BOND
($250,000.00)
Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that:

P&S Paving, Inc.
(Name of CONTRACTOR)

3701 Olson Drive Daytona Beach, FL 32124
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 386-258-7911

a corporation
(Corporation, Partnership, or Individual)

hereinafter called Principal, and Western Surety Company
(Name of Surety)

151 N Franklin St Chicago, IL 60606
(Address of Surety)

Surety's Telephone Number: 312-822-5000

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of $250,000.00 as adjusted under the Contract Documents in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 15 day of January, 2020, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

The conditions of this obligation are such that if Principal shall promptly and faithfully protect the COUNTY against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

The COUNTY shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from COUNTY, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

(End of Document – Signature Pages Follow)

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

IN WITNESS WHEREOF, this instrument is executed this 13th day of January, 2020.

ATTEST:

By: D. Phillips
(Secretary)

Name: Tim Phillips
(Typed or Printed)

PRINCIPAL/CONTRACTOR

P&S Paving, Inc.

By: _____
(Officer)

Name: Todd Phillips
(Typed or Printed)

Title: Vice President

Address: 3701 Olson Drive

City, ST ZIP: Daytona Beach, FL 32124

Witness

Wende Lee
Print Name

Witness

Megan Barro
Print Name

(Surety Signature Page Follows)

MATERIAL AND WORKMANSHIP BOND

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

ATTEST:

By: n/a
(Secretary)

Name: n/a
(Typed or Printed)

SURETY

Western Surety Company

By: _____
(Officer)

Name: Tyler D DeBord
(Typed or Printed)

Title: Attorney In Fact

Address: 151 N Franklin St

City, ST ZIP: Chicago, IL 60606

Witness
Margie Hall
Print Name

Witness
Ashley Tyree
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

P:\Revised Legal Boilerplate\CSBF updated\Bond Material and Workmanship Bond-Rev Jan2005.doc

MATERIAL AND WORKMANSHIP BOND

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Pamela J Thompson, Tyler D DeBord, Stephen P Farmer, Individually

of Daytona Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of September, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 5th day of September, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, _____.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

COPY

SUBMIT BIDS TO: Seminole County 1301 East 2nd Street Sanford, Florida 32771 **Attn: PURCHASING & CONTRACTS (PCD)**	**INVITATION FOR BID** And Bidder Acknowledgment
Contact: Betsy J. Cohen, CPM, CPPO Procurement Administrator Phone: 407-665-7112 Email: bcohen@seminolecountyfl.gov	**IFB-603616-19/BJC** **PAVEMENT MANAGEMENT PROGRAM FOR SEMINOLE COUNTY - REBID**

Due Date:

October 23, 2019 at 2:00 PM (Eastern Standard Time)

Location of Public Opening:
Purchasing & Contracts Division, 1301 East 2nd Street, Sanford, FL 32771

Proposer Name: P & S Paving, Inc.	Federal Employer ID Number: 59-3155035
Mailing Address: 3701 Olson Drive	If returning as a "No Submittal", state reason (**if so, return only this page**):
City, State, Zip: Daytona Beach, FL 32124	
Type of Entity **(Circle one):** ~~Corporation~~ Partnership Proprietorship Joint Venture Incorporated in the State of: Florida List of Principals: Tim Phillips, P, S, T. Todd Phillips, V.P.	**The undersigned Bidder hereby acknowledges receipt of Addenda Numbers** — **through** —**:** Authorized Signature (Manual) 10/23/2019 Date
Email Address: jmurray@pandspavinginc.com	Typed Name: Todd Phillips
Telephone Number: 386-258-7911	Title: Vice President
Fax Number: 386-258-9313	Date: 10/23/19

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

EXHIBIT A
Scope of Services

Seminole County Specification Hierarchy: All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction http://www.seminolecountyfl.gov/fs/purchasing/pdf/800roads.pdf. In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. **Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:**

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

PAY ITEM NOTES

GROUP I – Asphaltic Concrete

Superpave Asphaltic Concrete

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 334).**

Basis of payment shall be under:

Items No. 334-1-xx Superpave Asphaltic Concrete - per ton.

Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 337).**

Basis of payment shall be under:

Items No. 337-7-xx Asphalt Concrete Friction Course - per ton.

Miscellaneous Asphalt Pavement

Included in the price of miscellaneous asphalt will be the cost of all work and materials associated with the following items:

105 Quality Control. **(Section 339).**

Basis of payment shall be under:

Item No. 339-1 Miscellaneous Asphalt Pavement - per ton.

Notes:

- 104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt, and included in one of the items listed above.
- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

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GROUP II – Sand and Seal

Prime and Tack Coats for Base Courses

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916).**

Basis of payment shall be under:

Item No. 2-1 Prime and Sand - per square yard.

Asphalt Membrane Interlayer

The pay item for Asphalt Membrane Interlayer includes cost of all work, materials, equipment, and incidentals associated with the application of asphalt binder material covered with a single application of aggregate, as specified in Section 341.

Basis of payment shall be under:

Item No. 341-1-1 Asphalt Membrane Interlayer - per square yard.

GROUP III – Milling Existing Asphalt

Milling Existing Asphalt Pavement (Contractor)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70A Milling Existing Asphalt Pavement - per square yard.

Milling Existing Asphalt Pavement (Yankee Lake)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70B Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

Milling Existing Asphalt Pavement (Oviedo Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

property of Seminole County, to be delivered by the Contractor to 1620 N. County Rd 426, Oviedo. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70C Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

Milling Existing Asphalt Pavement (5 Points Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 4170 S. Orlando Dr. Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70D Milling Existing Asphalt Pavement (5 Points Yard) - per square yard.

Milling Existing Asphalt Pavement (Relocate)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70E Milling Existing Asphalt Pavement (Relocate) - per square yard.

Note:

- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP IV

Temporary Retroflective Pavement Markers (RPM)

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM's. **(Section 102).**

Basis of payment shall be under:

Item No. 102-78 Temporary Retroflective Pavement Markers - each.

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Temporary Pavement Markings

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. **(Section 102 & 710).**

Basis of payment shall be under:

Item No. 102-911-2 Removable Tape (White/Black) - 6" - per foot.
Item No. 102-912-2 Removable Tape (Yellow) - 6" - per foot.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, Solid - per foot.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Message - each.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Arrow - each.

GROUP V – Miscellaneous Items

Liquidated Damages (LD)

This item (LD) is a project specific item to be used with a predetermined number of contract days for time of completion. All pertinent project information, including identification of roadway type (major/minor) and number of contract days shall be included in the bid solicitation documents. Any project exceeding the allowable contract days will be subject to LD's as determined by the Engineer/CCEI.

End of Project punch list NOT completed within 30 days will be subject to LD's as determined by the Engineer/CCEI.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General Conditions Sub-Section 3.2 is amended to include Article 5-2 of the 2019 FDOT Standard Specifications for Road and Bridge Construction regarding governing order of documents.

General Conditions Sub-Section 6.2.3: Work hours of 7:00 AM to 6:00 PM are amended to: 8:30 AM to 4:30 PM Monday thru Friday for daytime work, and 8:00 PM to 6:00 AM Sunday thru Thursday for nighttime work, and can be superseded by the bid solicitation documents as required. Any work performed outside of the hours stated in the bid solicitation will NOT be accepted or paid for without prior approval or authorization of the Engineer/CCEI.

General Conditions Sub-Section 6.42 and 6.43: Work suspensions, contractor vacations, and holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General Conditions Sub-Sections 11.9.2 and 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer/CCEI on a case-by-case basis. Time extensions granted under these sub-sections shall not be applied to MOT days specified in item 102-1 of the bid solicitation documents.

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It is noted that Sub-Section 6-1.3 of the 2019 FDOT Standard Specifications regarding material certifications, shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of **(-) $500.00** for each day for minor streets/roads.
Payment for LD is set at a rate of **(-) $1000.00** for each day for major roads.
A roadway is determined to be a minor street/road if it has an ADT less than 4,000 vehicles per day; otherwise it is considered a major road.

Basis of payment shall be under:

Item No. 5-1 Liquidated Damages LD (For Major Roads) – per day.
Item No. 5-2 Liquidated Damages LD (For Minor Streets/Roads) – per day.

Mobilization Charge

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. **(Section 101).**

Basis of payment shall be under:

Item No. 101-1 Mobilization Charge - each.
Item No. 101-2 Mobilization Charge for 24-hour emergency response - each.

Maintenance of Traffic (MOT)

The price for MOT shall be on a per day basis and shall be for a time not exceeding the MOT days specified in item 102-1 in the bid solicitation documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

Time extensions that may be granted for delays due to utility adjustments and/or inclement weather conditions will NOT be applied to the MOT days specified in item 102-1 the bid solicitation documents. NO compensation will be made for time that exceeds the MOT days specified in item 102-1 of the bid solicitation documents. The price bid for MOT shall not exceed $1500 per day. **(Section 102).**

Basis of payment shall be under:

Item No. 102-1 Maintenance of Traffic – per day.

Traffic Control Officer

The use of a Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

Payment shall be per hour (2 hour minimum) and based on the hours worked by the officer as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-14 Traffic Control Officer – per hour.

Portable Changeable Message Sign (PCMS)

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be based on the number of signs certified as installed/used on the project as recorded by the Engineer/CCEI. **(Section 102).**

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Basis of payment shall be under:

Item No. 102-99 Portable Changeable Message Sign – each day.

Rework Existing Asphalt Pavement

This item is intended to make corrections to existing asphalt surfaces using indirect heat primarily to facilitate drainage and eliminate ponding on existing asphalt roadways.

Basis of payment shall be under:

Item No. 324-1 Rework Existing Asphalt Pavement – per square yard.

Manhole and Water Valve Ring Adjustment

The price of this item is for removal/replacement/installation of a manhole riser ring or water valve cover to match the final asphalt surface. **(Section 425).**

Basis of payment shall be under:

Item No. 425-6 Water Valve or Similar Cover Adjustment - each.
Item No. 425-7 Manhole Ring Adjustment - each.

Asphaltic Concrete Curb

The price of this item is for the installation of asphalt curb. Maximum cross-sectional area of 0.5 square feet. **(Section 525).**

Basis of payment shall be under:

Item No. 525-1 Asphaltic Concrete Curb – per linear foot.

GROUP VI

FOB – Items

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. **(Section 320; 334 & 337).**

Basis of payment shall be under:

Item No. 6-1 SP-12.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-2 SP-9.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-3 Asphaltic Concrete Friction Course, Traffic C, FC-12.5 (PG 76-22) – per ton.

Item No. 6-4 Asphaltic Concrete Friction Course, Traffic C, FC 9.5 (PG 76-22) – per ton.

Item No. 6-5 Asphalt Milling Material – per ton.

Item No. 6-6 Tack Type RS-1/RS-2 – per gallon.

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GROUP VII

Regular Excavation

The price for this item includes the grading excavation and removal of all materials. **(Section 120).**

Basis of payment shall be under:

Items No. 120-1 Regular Excavation - per cubic yard.

Embankment

The price for this item includes all materials required to build an embankment. **(Section 120).**

Basis of payment shall be under:

Item No. 120-6 Embankment- per cubic yard.

Flowable Fill

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern, includes all labor, equipment and materials. **(Section 121).**

Basis of payment shall be under:

Item No. 121-70 Flowable Fill – per cubic yard.

Type-B Stabilization

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12" Stabilized Sub-grade as specified by **(Section 160).**

Basis of payment shall be under:

Item No. 160-4 12" Type-B Stabilization LBR 40 – per square yard.

Base

The price for road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6" Type B-12.5, as specified by the bid documents. **(Section 285).**

Basis of payment shall be under:

Item No. 285-xxx Base Group- x - per square yard.

Performance Turf, Sod

The price for this item includes all work necessary to prepare the surface and place sod in areas indicated in the bid solicitation. **(Section 570).**

Basis of payment shall be under:

Item No. 570-1-2 Performance Turf, Sod – per square yard.

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Shoulder Rework

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding of shoulder rework area is included in this item.

Basis of payment shall be under:

Item No. 577-70 Shoulder Rework - per square yard.

NOTES:

- Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

Part 4
Price Submittal

IFB-603616-19/BJC - Pavement Management Program

Name of Bidder: P&S Paving, Inc

Mailing Address: 3701 Olson Drive

Street Address: 3701 Olson Drive

City/State/Zip: Daytona Beach, Florida 32124

Phone Number: 386-258-7911 FAX Number: 386-258-9313

E-Mail Address: jmurray@pandspavinginc.com

Prusuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corperation; and he proposes and agrees, if the bid is accepted, that he / she will accept to enter into an Ageement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery / transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, ect., and indirect labor costs.

Group I - Asphalt	Subtotal: $	20,192,927.00
Group II - Sand and Seal in-place	Subtotal: $	49,650.00
Group III - Milling	Subtotal: $	580,660.00
Group IV - Striping	Subtotal: $	53,779.00
Group V - Miscellaneous Items	Subtotal: $	112,175.00
Group VI - Asphalt Materials (materials only)	Subtotal: $	269,450.00
Group VII - Earthwork	Subtotal: $	831,420.00
TOTAL BID:	$	22,090,061.00

Performance/Payment/Material-Workmanship Bonds Costs: 1% of contract value.
(Do not include in Unit Costs)

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group I: Asphalt Concrete and Friction Course in-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
334-1-12	Superpave Asphaltic Concrete Traffic Level B	Estimated 50 Tons $ 250.00 /Ton Total: $ 12,500.00	Estimated 300 Tons $ 135.00 /Ton Total: $ 40,500.00	Estimated 1,800 Tons $ 95.98 /Ton Total: $ 172,764.00	Estimated 3,800 Tons $ 88.90 /Ton Total: $ 337,820.00	Estimated 6,000 Tons $ 88.00 /Ton Total: $ 528,000.00	$ 1,091,584.00
334-1-13	Superpave Asphaltic Concrete Traffic Level C	Estimated 100 Tons $ 250.00 /Ton Total: $ 25,000.00	Estimated 600 Tons $ 135.00 /Ton Total: $ 81,000.00	Estimated 2,600 Tons $ 95.25 /Ton Total: $ 247,650.00	Estimated 6,000 Tons $ 88.22 /Ton Total: $ 529,320.00	Estimated 18,000 Tons $ 88.00 /Ton Total: $ 1,584,000.00	$ 2,466,970.00
334-1-52	Superpave Asphaltic Concrete Traffic Level B (PG 76-22)	Estimated 50 Tons $ 250.00 /Ton Total: $ 12,500.00	Estimated 300 Tons $ 150.00 /Ton Total: $ 45,000.00	Estimated 1,800 Tons $ 116.81 /Ton Total: $ 210,258.00	Estimated 3,800 Tons $ 108.21 /Ton Total: $ 411,198.00	Estimated 6,000 Tons $ 105.00 /Ton Total: $ 630,000.00	$ 1,308,956.00
334-1-53	Superpave Asphaltic Concrete Traffic Level C (PG 76-22)	Estimated 100 Tons $ 250.00 /Ton Total: $ 25,000.00	Estimated 600 Tons $ 150.00 /Ton Total: $ 90,000.00	Estimated 2,600 Tons $ 115.98 /Ton Total: $ 301,548.00	Estimated 8,000 Tons $ 113.44 /Ton Total: $ 907,520.00	Estimated 20,000 Tons $ 108.44 /Ton Total: $ 2,168,800.00	$ 3,492,868.00
334-1-57	Superpave Asphaltic Concrete Traffic Level C High Polymer	Estimated 80 Tons $ 225.00 /Ton Total: $ 18,000.00	Estimated 300 Tons $ 175.00 /Ton Total: $ 52,500.00	Estimated 1,800 Tons $ 138.00 /Ton Total: $ 248,400.00	Estimated 3,800 Tons $ 130.00 /Ton Total: $ 494,000.00	Estimated 6,000 Tons $ 125.00 /Ton Total: $ 750,000.00	$ 1,562,900.00
337-7-82	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22)	Estimated 100 Tons $ 250.00 /Ton Total: $ 25,000.00	Estimated 400 Tons $ 150.00 /Ton Total: $ 60,000.00	Estimated 2,000 Tons $ 128.58 /Ton Total: $ 257,160.00	Estimated 6,000 Tons $ 120.04 /Ton Total: $ 720,240.00	Estimated 8,000 Tons $ 115.15 /Ton Total: $ 921,200.00	$ 1,983,600.00
337-7-83	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22)	Estimated 100 Tons $ 250.00 /Ton Total: $ 25,000.00	Estimated 600 Tons $ 150.00 /Ton Total: $ 90,000.00	Estimated 2,600 Tons $ 122.81 /Ton Total: $ 319,306.00	Estimated 8,000 Tons $ 118.26 /Ton Total: $ 946,080.00	Estimated 20,000 Tons $ 120.26 /Ton Total: $ 2,405,200.00	$ 3,785,586.00

Company Name: P&S Paving, Inc.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group I: Asphalt Concrete and Friction Course in-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
337-7-85	Asphalt Concrete Friction Course Traffic Level D FC-12.5 (PG 76-22)	Estimated 50 Tons $ 250.00 /Ton Total: $ 12,500.00	Estimated 300 Tons $ 150.00 /Ton Total: $ 45,000.00	Estimated 1,800 Tons $ 122.81 /Ton Total: $ 221,058.00	Estimated 3,800 Tons $ 114.26 /Ton Total: $ 434,188.00	Estimated 6,000 Tons $ 109.38 /Ton Total: $ 656,280.00	$ 1,369,026.00
337-7-92	Asphalt Concrete Friction Course Traffic Level C FC-9.5 High Polymer	Estimated 80 Tons $ 300.00 /Ton Total: $ 24,000.00	Estimated 300 Tons $ 175.00 /Ton Total: $ 52,500.00	Estimated 1,800 Tons $ 138.58 /Ton Total: $ 249,444.00	Estimated 3,800 Tons $ 130.04 /Ton Total: $ 494,152.00	Estimated 6,000 Tons $ 125.15 /Ton Total: $ 750,900.00	$ 1,570,996.00
337-7-93	Asphalt Concrete Friction Course Traffic Level C FC-12.5 High Polymer	Estimated 80 Tons $ 300.00 /Ton Total: $ 24,000.00	Estimated 400 Tons $ 175.00 /Ton Total: $ 70,000.00	Estimated 1,800 Tons $ 132.81 /Ton Total: $ 239,058.00	Estimated 3,800 Tons $ 124.26 /Ton Total: $ 472,188.00	Estimated 6,000 Tons $ 119.38 /Ton Total: $ 716,280.00	$ 1,521,526.00
339-1	Miscellaneous Asphalt Pavement	Estimated 50 Tons $ 175.50 /Ton Total: $ 8,775.00	Estimated 200 Tons $ 150.70 /Ton Total: $ 30,140.00				$ 38,915.00
						TOTAL FOR GROUP I	$ 20,192,927.00

Company Name: P&S Paving, Inc.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group II: Sand and Seal in-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
2-1	Prime and Sand **(Section 916)**	Estimated 500 SY **$ 1.80 /SY** Total: $ 900.00	Estimated 1500 SY **$ 0.60 /SY** Total: $ 900.00	Estimated 2500 SY **$ 0.55 /SY** Total: $ 1,375.00	Estimated 3500 SY **$ 0.55 /SY** Total: $ 1,925.00	**$ 5,100.00**
341-1-1	Asphalt Membrane Interlayer **(Section 341)**	Estimated 500 SY **$ 13.20 /SY** Total: $ 6,600.00	Estimated 1500 SY **$ 5.50 /SY** Total: $ 8,250.00	Estimated 2500 SY **$ 4.95 /SY** Total: $ 12,375.00	Estimated 3500 SY **$ 4.95 /SY** Total: $ 17,325.00	**$ 44,550.00**
					TOTAL FOR GROUP II	**$ 49,650.00**

Company Name: P&S Paving, Inc.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group III: Milling Existing Asphalt Pavement in-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
327-70-A	Milling Existing Asphalt Pvmt. (Contractor's Plant) Milled Material becomes property of the Contractor	Estimated 1,000 SY **$ 6.45 /SY Inch** Total: $ 6,450.00	Estimated 2,000 SY **$ 3.44 /SY Inch** Total: $ 6,880.00	Estimated 8,000 SY **$ 2.58 /SY Inch** Total: $ 20,640.00	Estimated 30,000 SY **$ 2.05 /SY Inch** Total: $ 61,500.00	**$ 95,470.00**
327-70-B	Milling Existing Asphalt Pvmt. (Yankee Lake Yard) Milled Matlerial delivered to: 501 Yankee Lake Rd. Sanford FL, 32771	Estimated 1,000 SY **$ 7.74 /SY Inch** Total: $ 7,740.00	Estimated 3,000 SY **$ 4.13 /SY Inch** Total: $ 12,390.00	Estimated 10,000 SY **$ 3.10 /SY Inch** Total: $ 31,000.00	Estimated 40,000 SY **$ 2.58 /SY Inch** Total: $ 103,200.00	**$ 154,330.00**
327-70-C	Milling Existing Asphalt Pvmt. (Oviedo Yard) Milled Material delivered to: 1620 N. County Rd 426 Oviedo, FL 32765	Estimated 1,000 SY **$ 7.74 /SY Inch** Total: $ 7,740.00	Estimated 4,000 SY **$ 4.13 /SY Inch** Total: $ 16,520.00	Estimated 12,000 SY **$ 3.10 /SY Inch** Total: $ 37,200.00	Estimated 50,000 SY **$ 2.58 /SY Inch** Total: $ 129,000.00	**$ 190,460.00**
327-70-D	Milling Existing Asphalt Pvmt. (5 Points Yard) Milled Material delivered to: 4170 S. Orlando Drive Sanford FL, 32773	Estimated 1,000 SY **$ 7.74 /SY Inch** Total: $ 7,740.00	Estimated 2,000 SY **$ 4.13 /SY Inch** Total: $ 8,260.00	Estimated 6,000 SY **$ 3.10 /SY Inch** Total: $ 18,600.00	Estimated 20,000 SY **$ 2.58 /SY Inch** Total: $ 51,600.00	**$ 86,200.00**
327-70-E	Milling Existing Asphalt Pvmt. (Relocate) Milled Material delivered to: Location within 5 miles of Project Limits	Estimated 1,000 SY **$ 7.74 /SY Inch** Total: $ 7,740.00	Estimated 2,000 SY **$ 4.13 /SY Inch** Total: $ 8,260.00	Estimated 4,000 SY **$ 3.10 /SY Inch** Total: $ 12,400.00	Estimated 10,000 SY **$ 2.58 /SY Inch** Total: $ 25,800.00	**$ 54,200.00**
					TOTAL FOR GROUP III	**$ 580,660.00**

Company Name: P&S Paving, Inc.

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group IV: Temporary Pavement Marking in-place

Pay Item No.	Item Description	Estimated Qty.	Units	Unit Cost	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	2,000	EA	$ 6.00	$ 12,000.00
102-911-2	Removable Tape, White/Black, Solid, 6"	1,000	LF	$ 1.80	$ 1,800.00
102-912-2	Removable Tape, Yellow, Solid, 6"	1,000	LF	$ 1.80	$ 1,800.00
710-11-121	Temporary Pavement Markings, Paint, White, Solid, 6"	20,000	LF	$ 0.30	$ 6,000.00
710-11-123	Temporary Pavement Markings, Paint, White, Solid, 12"	4,000	LF	$ 0.30	$ 1,200.00
710-11-125	Temporary Pavement Markings, Paint, White, Solid, 24"	2,000	LF	$ 3.60	$ 7,200.00
710-11-221	Temporary Pavement Markings, Paint, Yellow, Solid, 6"	30,000	LF	$ 0.30	$ 9,000.00
710-11-224	Temporary Pavement Markings, Paint, Yellow, Solid, 18"	2,000	LF	$ 1.50	$ 3,000.00
710-11-160-B	Temporary Pavement Markings, Paint, White, Message, "SCHOOL"	20	EA	$ 85.00	$ 1,700.00
710-11-160-C	Temporary Pavement Markings, Paint, White, Message, "MERGE"	5	EA	$ 85.00	$ 425.00
710-11-160-E	Temporary Pavement Markings, Paint, White, Message, "RIGHT"	10	EA	$ 85.00	$ 850.00
710-11-160-F	Temporary Pavement Markings, Paint, White, Message, "TRIAL"	5	EA	$ 85.00	$ 425.00
710-11-160-G	Temporary Pavement Markings, Paint, White, Message, "XING"	5	EA	$ 85.00	$ 425.00
710-11-160-H	Temporary Pavement Markings, Paint, White, Message, "LEFT"	10	EA	$ 85.00	$ 850.00
710-11-160-J	Temporary Pavement Markings, Paint, White, Message, "TURN"	5	EA	$ 85.00	$ 425.00
710-11-160-K	Temporary Pavement Markings, Paint, White, Message, "LANE"	5	EA	$ 85.00	$ 425.00
710-11-160-L	Temporary Pavement Markings, Paint, White, Message, "ONLY"	10	EA	$ 85.00	$ 850.00
710-11-160-P	Temporary Pavement Markings, Paint, White, Message, "RXR"	20	EA	$ 120.00	$ 2,400.00
710-11-170	Temporary Pavement Markings, Paint, White, Arrow (Single)	50	EA	$ 42.00	$ 2,100.00
710-11-170-A	Temporary Pavement Markings, Paint, White, Arrow (Turn & Thru)	10	EA	$ 85.00	$ 850.00
710-11-180	Temporary Pavement Markings, Paint, White, Yeild Line	10	LF	$ 5.40	$ 54.00
				TOTAL FOR GROUP IV	$ 53,779.00

Company Name: P&S Paving, Inc.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group V: Misc. Items - LD's, Mobilization, MOT, Traffic Control Officer, PCMS, Rework Exist. Asph., Utility Valve & MH Adjust, Asph. Curb

Pay Item No.	Description	Quantity	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -$1,000.00	**Do Not Include this Item in Bid Total**
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -$500.00 ED Total: -$500.00	**Do Not Include this Item in Bid Total**
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes all Labor, Equipment and Materials.	Estimated 1 Each per Project **Not to Exceed 5% of Contract Total**	**Do Not Include this Item in Bid Total**
101-2	Mobilization Charge for 24-hour Emergency Response. Includes all Labor, Equipment and Materials	Estimated 1 EA per Responce **$ 3,000.00 /EA**	**$ 3,000.00**
102-1	Maintenance of Traffic Includes all Labor, Equipment and Materials. **(not to exceed $1500 per day)**	Estimated 30 ED **$ 1,500.00 /ED**	**$ 45,000.00**
102-14	Traffic Control Officer 2 Hours Minimum + Travel Time	Estimated 100 HR **$ 75.00 /HR**	**$ 7,500.00**
102-99	Portable Changeable Message Sign	Estimated 1,000 ED **$ 30.00 /ED**	**$ 30,000.00**
324-1	Rework Existing Asphalt Pavement Using Indirect Heat	Estimated 800 SY **$ 6.00 /SY**	**$ 4,800.00**
425-6	Water Valve or Similar Cover Adjustment	Estimated 25 EA **$ 150.00 /EA**	**$ 3,750.00**
425-7	Manhole Ring Adjustment	Estimated 25 EA **$ 225.00 /EA**	**$ 5,625.00**
525-1	Asphaltic Concrete Curb	Estimated 500 LF **$ 25.00 /LF**	**$ 12,500.00**
		TOTAL FOR GROUP V	**$ 112,175.00**

Company Name: P&S Paving, Inc.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group VI: Asphalt Materials - FOB @ Plant and FOB to Job Site

Pay Item No.	Description	FOB Plant	FOB Job Site	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete Traffic Level C **(Section 334)**	Estimated 1000 Tons **$ 65.00 /Ton** Total: $ 65,000.00	Estimated 200 Tons **$ 88.00 /Ton** Total: $ 17,600.00	$ 82,600.00
6-2	SP-9.5 Hot Mix Asphaltic Concrete Traffic Level C **(Section 334)**	Estimated 1000 Tons **$ 67.00 /Ton** Total: $ 67,000.00	Estimated 200 Tons **$ 93.00 /Ton** Total: $ 18,600.00	$ 85,600.00
6-3	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22) **(Section 337)**	Estimated 200 Tons **$ 81.00 /Ton** Total: $ 16,200.00	Estimated 200 Tons **$ 103.00 /Ton** Total: $ 20,600.00	$ 36,800.00
6-4	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22) **(Section 337)**	Estimated 200 Tons **$ 83.00 /Ton** Total: $ 16,600.00	Estimated 200 Tons **$ 103.00 /Ton** Total: $ 20,600.00	$ 37,200.00
6-5	Asphalt Milling Material	Estimated 500 Tons **$ 21.50 /Ton** Total: $ 10,750.00	Estimated 500 Tons **$ 24.00 /Ton** Total: $ 12,000.00	$ 22,750.00
6-6	Tack Type RS-1/RS-2 **(Section 300)**	Estimated 1000 Gallons **$ 4.50 /Gal** Total: $ 4,500.00		$ 4,500.00
			TOTAL FOR GROUP VI	$ 269,450.00

Company Name: P&S Paving, Inc.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group VII: Earthwork

Pay Item No.	Description	0-50 CY/Job	51-100 CY/Job	101-500 CY/Job	Over 500 CY/Job	Sum of Extended Cost
120-1	Regular Excavation	Estimated 50 CY **$ 130.00 /CY** Total: $ 6,500.00	Estimated 100 CY **$ 65.00 /CY** Total: $ 6,500.00	Estimated 500 CY **$ 13.00 /CY** Total: $ 6,500.00	Estimated 800 CY **$ 8.15 /CY** Total: $ 6,520.00	**$ 26,020.00**
120-6	Embankment	Estimated 50 CY **$ 70.00 /CY** Total: $ 3,500.00	Estimated 100 CY **$ 35.00 /CY** Total: $ 3,500.00	Estimated 500 CY **$ 16.00 /CY** Total: $ 8,000.00	Estimated 800 CY **$ 11.00 /CY** Total: $ 8,800.00	**$ 23,800.00**
121-70	Flowable Fill	Estimated 50 CY **$ 350.00 /CY** Total: $ 17,500.00	Estimated 100 CY **$ 350.00 /CY** Total: $ 35,000.00			**$ 52,500.00**
Pay Item No.	**Description**	**0-500 SY/Job**	**501-1000 SY/Job**	**1001-1500 SY/Job**	**Over 1500 SY/Job**	
160-4	12 " Type B Stabilization LBR 40	Estimated 500 SY **$ 9.50 /SY** Total: $ 4,750.00	Estimated 2000 SY **$ 7.25 /SY** Total: $ 14,500.00	Estimated 3000 SY **$ 5.00 /SY** Total: $ 15,000.00	Estimated 4000 SY **$ 4.25 /SY** Total: $ 17,000.00	**$ 51,250.00**
285-701	Base Group 01 (4" Limerock LBR 100)	Estimated 500 SY **$ 15.00 /SY** Total: $ 7,500.00	Estimated 1000 SY **$ 12.81 /SY** Total: $ 12,810.00	Estimated 1500 SY **$ 11.81 /SY** Total: $ 17,715.00	Estimated 2000 SY **$ 10.83 /SY** Total: $ 21,660.00	**$ 59,685.00**

Company Name: P&S Paving, Inc.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group VII: Earthwork

Pay Item No.	Description	0-500 SY/Job	501-1000 SY/Job	1001-1500 SY/Job	Over 1500 SY/Job	Sum of Extended Cost
285-706	Base Group 06 (8" Limerock LBR 100)	Estimated 500 SY **$ 30.00 /SY** Total: $ 15,000.00	Estimated 1000 SY **$ 25.00 /SY** Total: $ 25,000.00	Estimated 1500 SY **$ 16.38 /SY** Total: $ 24,570.00	Estimated 2000 SY **$ 15.38 /SY** Total: $ 30,760.00	$ 95,330.00
285-709-A	Base Group 09 (10" Limerock LBR 100)	Estimated 500 SY **$ 40.00 /SY** Total: $ 20,000.00	Estimated 1000 SY **$ 30.00 /SY** Total: $ 30,000.00	Estimated 1500 SY **$ 22.01 /SY** Total: $ 33,015.00	Estimated 2000 SY **$ 21.01 /SY** Total: $ 42,020.00	$ 125,035.00
285-709-B	Base Group 09 (6" Type B-12.5)	Estimated 500 SY **$ 70.00 /SY** Total: $ 35,000.00	Estimated 2000 SY **$ 50.00 /SY** Total: $ 100,000.00	Estimated 3000 SY **$ 30.40 /SY** Total: $ 91,200.00	Estimated 4000 SY **$ 29.40 /SY** Total: $ 117,600.00	$ 343,800.00
570-1-2	Performance Turf, Sod	Estimated 500 SY **$ 8.00 /SY** Total: $ 4,000.00	Estimated 1000 SY **$ 6.00 /SY** Total: $ 6,000.00	Estimated 1500 SY **$ 5.00 /SY** Total: $ 7,500.00	Estimated 2000 SY **$ 4.00 /SY** Total: $ 8,000.00	$ 25,500.00
577-70	Shoulder Rework	Estimated 500 SY **$ 14.00 /SY** Total: $ 7,000.00	Estimated 1000 SY **$ 6.00 /SY** Total: $ 6,000.00	Estimated 1500 SY **$ 5.00 /SY** Total: $ 7,500.00	Estimated 2000 SY **$ 4.00 /SY** Total: $ 8,000.00	$ 28,500.00
					TOTAL FOR GROUP VII	$ 831,420.00

Company Name: P&S Paving, Inc.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Totals: Group I thru VII

Group No.	Group Description	Totals
Group I	Asphalt Concrete and Friction Course in-place	$ 20,192,927.00
Group II	Sand and Seal in-place	$ 49,650.00
Group III	Milling Existing Asphalt Pavement in-place	$ 580,660.00
Group IV	Temporary Pavement Marking in-place	$ 53,779.00
Group V	Misc. Items - LD's, MOB, MOT, Traffic Control Officer, PCMS, Valve & MH Adjust, Asph. Curb	$ 112,175.00
Group VI	Asphalt Materials - FOB @ Plant and FOB to Job Site	$ 269,450.00
Group VII	Earthwork	$ 831,420.00
	TOTAL GROUP I THRU VII	$ 22,090,061.00

Company Name: P&S Paving, Inc.

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	
REQUISITION	
REQUESTOR	
VENDOR #	

SHIP TO	

VENDOR	

EXHIBIT B

ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

ANALYST	

DELIVERY	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

Terms and Conditions

1. AGREEMENT. This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.

2. DELIVERY OF GOODS AND SERVICES. Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.

3. WARRANTY. Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented; and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS. This order can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. TERMINATION. The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.

6. INDEMNIFICATION. Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the County by this clause are cumulative with, and in no way affect any other legal remedy the County may have under this order or at law.

7. INSURANCE. Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or altercation related to the Supplier's Insurance Certificate. **All policies shall name Seminole County as an additional insured.**

8. INSPECTION. All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at is option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.

9. TAXES. Seminole County Government is a non-profit organization and not subject to tax.

10. FLORIDA PROMPT PAYMENT ACT. Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Clerk of the Court and Comptroller, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.

11. PAYMENT TERMS. It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.

12. PRICE PROTECTION. Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.

13. PACKAGING AND SHIPPING. Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.

14. QUANTITY. The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.

15. ASSIGNMENT. Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. EQUAL OPPORTUNITY EMPLOYER. The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.

17. RIGHT TO AUDIT RECORDS. The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.

18. FISCAL YEAR FUNDING APPROPRIATION. Unless otherwise provided by law, a order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.

19. FAILURE TO ACCEPT PURCHASE ORDER. Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.

20. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.

21. FLORIDA PUBLIC RECORDS ACT. Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, *Florida Statutes*.

Rev. 6/2017

Attachment: IFB-603616-19_tc-P&S Sem Contract (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing Program)

Subject: RE: FY21 Roadway Resurfacing - Holly Hill

Joe Meier <jmeier@middlesexco.com>
to Bernadette Fox

You are viewing an attached message. City of Holly Hill Mail can't verify the authenticity of attachec

Thank you for the opportunity, but at this time our current scheduled work load prevents us from pursuing this project.
Please continue to keep us in consideration for future opportunities with the City.
If you have any questions please give me a call at (407) 427-7076.
Thank you.

From: Bernadette Fox <Bernadette.Fox@meadhunt.com>
Sent: Thursday, September 16, 2021 2:21 PM
To: Joe Meier <jmeier@middlesexco.com>; Antoine Khoury <akhoury@hollyhillfl.org>
Cc: John Mischle <John.Mischle@meadhunt.com>; David King <David.King@meadhunt.com>
Subject: FY21 Roadway Resurfacing - Holly Hill

CAUTION: This email originated from outside of the organization. Use caution when clicking links or opening attach

Good afternoon,

The City of Holly Hill (City) has planned for some roadway resurfacing for FY2021. As they did in FY2019 and 2020, the consider this email on behalf of the City as a formal request for bids. Due to the format of the contracts and/or the need letting us know of such.

Please find attached a Bid Form and associated plan set for your use in preparing bids.

Bids for this project are due on October 7, 2020 by 4:00 PM. Bids shall be submitted by email to bidsDAB@meadhunt.c

All questions to be submitted via email to Mead & Hunt, Inc. at: bidsDAB@meadhunt.com. Last day for questions: 9/29

The basis of the Bid Forms are the current Seminole County Bid for Pavement Management Program Services and Volu

This project will also require the following:

- All construction activity on Carswell Ave. and State St. shall be conducted at night.

We look forward to receiving your firm's bid proposal.

Thank you.

BERNADETTE FOX
ADMINISTRATIVE ASSISTANT

Attachment: RE_ FY21 Roadway Resurfacing - Holly Hill - (2021-R-87 : Recommendation of Award for 2021-2022 FY Roadway Resurfacing

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **October 26, 2021**
FROM: **Valerie Manning**
SUBJECT: **Victims of Crime Act (VOCA) Agreement for FY2021-2022**
NUMBER: **(ID # 3493)**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill Police Department was awarded the Victims of Crime Act (VOCA) 2020-2021 Grant on or around April 5, 2021. This was a new program that helped crime victims to navigate through the criminal justice system. An experienced and trained Victim Advocate Coordinator (VAC) was recruited from the University of Central Florida. The VAC immediately began providing services to crime victims.

In order to provide the necessary services to crime victims, the Holly Hill Police Department has sought to continue the grant from the State of Florida's Attorney General Office to fund a majority of the Victim's Advocate position dedicated to the citizens of Holly Hill. The funding of the Victims of Crime Act (VOCA) grant in fiscal year 202-2021 required the city to provide a 20% match of the total grant, which will include "in-kind services." The match requirement for grant year 2021-2022 has been waiver as shown on the attached letter from the Florida Attorney General.

This grant funding cycle is from October 1, 2021 until September 31, 2022.

FISCAL ANALYSIS:

Background: Originally, the 2020-2021 VOCA grant was not awarded to the police department. However, funding became available in the second quarter of 2021 and 2020-2021 grant was awarded after commission approval.

An application for the 2021-2022 VOCA grant was conducted before the 2020-2021 was awarded and approved. (Staff did not know the 2020-2021 grant was going to be awarded.)

The 2021-2022 grant cannot be changed until awarded and signed off by administrators at the Attorney's General's Office. Staff has spoken with the bureau chief of the VOCA grant and was advised the a budget amendment could be utilized with just a amendment letter.

The original funding award for this grant is scheduled to be $52,663.00 The city's has no match requirement for the upcoming grant cycle.

STAFF RECOMMENDATION:

Approval and acceptance of the Victims of Crime Act (VOCA) grant to provide funding for a Victim Advocate's position.

(Grant number #VOCA-2021-2022 Holly Hill Police Department-00277)

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

MOTION TO ACCEPT THE VICTIMS OF CRIME ACT (VOCA) GRANT TO PROVIDE FUNDING FOR A VICTIM ADVOCATE'S POSITION AND AUTHORIZE THE MAYOR. CITY MANAGER, AND THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT.

- VOCA Agreement FY2021-2022 for agenda packet (PDF)
- VOCA Grant match waiver (PDF)

FY 2021/2022

(GRANT PERIOD October 1, 2021 through September 30, 2022)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

Holly Hill Police Department

GRANT NO: VOCA-2021-Holly Hill Police Departm-00516

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the state of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the ***Holly Hill Police Department***, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the term of this Agreement, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the approved Grant Application of the Provider for the Grant Period as approved by the OAG and incorporated herein by reference.

Attachment: VOCA Agreement FY2021-2022 for agenda packet (3493 : Victims of Crime Act (VOCA) Agreement for FY2021-2022)

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2021, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2022. No costs incurred by the Provider prior to the effective date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The U.S. Department of Justice, DOJ Grants Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. Where the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's Victims of Crime Act award, as funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

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Prior to execution of this Agreement, the Provider will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the Provider will register within 21 days from execution. The online registration can be completed at:

http://dms.myflorida.com/dms/purchasing/myfloridamarketplace

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com/. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANT SYSTEM REQUIREMENT

The PROVIDER's administrator has the authority to grant access to the E-Grant system to the PROVIDER'S employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDER's agency or when an employee's access is no longer necessary to perform their job duties at the PROVIDER's agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grant system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws. Expenditures for the acquisition and maintenance of telephones and equipment will be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as

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contemplated by this Agreement.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements. Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of

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performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $52,663.00.

"Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

"Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

ARTICLE 12. METHOD OF PAYMENT

Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of goods or services.

All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter.

Except for the monthly invoices for December, March and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice and final performance reports are due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

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If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment.

Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG. The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of

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the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or U.S. Department of Justice that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained at the office of the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG, or allow the records to be inspected or copied by the member of the public

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making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

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The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends $750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with the 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Audit reports must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

1. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

   A. Office of the Attorney General
   Bureau of Advocacy and Grants Management
   PL-01, The Capitol
   Tallahassee, Florida 32399-1050

2. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

3. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

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In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. PUBLIC ENTITY CRIME

Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliate's, placement thereon.

ARTICLE 24. GRATUITIES

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The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 26. INDEMNIFICATION AND ASSUMPTION OF LIABLITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG.

The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

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NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 27. TERMINATION

This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 28. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability,

Attachment: VOCA Agreement FY2021-2022 for agenda packet (3493 : Victims of Crime Act (VOCA) Agreement for FY2021-2022)

national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at http://ojp.gov/about/offices/ocr.htm.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2021. The training modules are available at http://ojp.gov/about/ocr/assistance.htm.

Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response 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; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

Attachment: VOCA Agreement FY2021-2022 for agenda packet (3493 : Victims of Crime Act (VOCA) Agreement for FY2021-2022)

ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 31. ACKNOWLEDGMENTS

All publications, advertising or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-2021-Holly Hill Police Departm-00516 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the State of Florida."

The Provider is required to display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850-414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

Condensed Civil Rights Statement: The Holly Hill Police Department is an equal opportunity provider and employer.

The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 32. EMPLOYMENT

The employment of unauthorized aliens by the Provider is considered a violation of section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

In accordance with section 448.095 (2), Florida Statutes, the Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system: https://www.uscis.gov/e-verify/employers, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Contractor with an affidavit stating that the subcontractor

Attachment: VOCA Agreement FY2021-2022 for agenda packet (3493 : Victims of Crime Act (VOCA) Agreement for FY2021-2022)

does not employ, contract with, or subcontract with an unauthorized alien. The Contractor will maintain a copy of such affidavit for the duration of the contract. The OAG may request documentation of compliance with this provision at any time during the Contract term. The Contract may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement or the rights and representations created by it for any purpose.

ARTICLE 34. ADMINISTRATION OF AGREEMENT

All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management. The Provider's contract administrator will be provided at the time of execution.

The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 35. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate court of general jurisdiction in Leon County, Florida.

ARTICLE 36. ENTIRE AGREEMENT

This Agreement and the approved 2021-2022 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties.

There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

Attachment: VOCA Agreement FY2021-2022 for agenda packet (3493 : Victims of Crime Act (VOCA) Agreement for FY2021-2022)

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and Holly Hill Police Department, have executed this agreement.

	/s/ Richard H. Martin
Authorizing Official	OAG Authorizing Official
	Richard H. Martin
Print Name	Print Name
	Oct 1, 2021
Date	Date
Authorizing Official*	
Print Name	
Date	
Authorizing Official*	
Print Name	
Date	
FEID# of Provider	
Flair Code	

* Provided for use if multiple signatures are required by your organization.

Attachment: VOCA Agreement FY2021-2022 for agenda packet (3493 : Victims of Crime Act (VOCA) Agreement for FY2021-2022)

Office of the Attorney General

Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida	**Office of the Attorney General Victims of Crime Act Grant**	**2021-2022**

Subrecipient Name and Address Holly Hill Police Department 1065 Ridgewood Avenue Holly Hill, Florida 32117-2807	OAG Grant Number VOCA-2021-Holly Hill Police Departm-00516	
Subrecipient DUNS Number 132869686	Project Period: From 10/1/2021 To 9/30/2022	
Subrecipient IRS/Vendor/FEIN Number 596000337	Budget Period: From 10/1/2021 To 9/30/2022	
Project Title OVC FY 19 VOCA Victim Assistance Formula OVC FY 20 VOCA Victim Assistance Formula	Award Date 09/27/2021 Federal Indirect Cost Rate or De Minimis Rate	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $52,663.00	Total Award $52,663.00

Special Conditions

The above grant project is approved subject to such conditions or limitations as are set forth in the Office of the Attorney General contract.

Catalog of Domestic Federal Assistance (CFDA Number)

16.575 - Crime Victim Assistance

Summary Description of Project

This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.

Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period 2018-2019: From 10/1/2017 to 9/30/2022 (pending) 2019-2020: From 10/1/2018 to 9/30/2022
OVC Federal Award Number 2018-V2-GX-0018 - Awarded 08-09-2018 2019-V2-GX-0047 - Awarded 09-13-2019	OVC Total Award to OAG $210,755,732 $143,823,948
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380
Signature, OAG Authorizing Official, Date /s/ Richard H. Martin Oct 1, 2021	Signature, Agency Executive Director, Date

Attachment: VOCA Agreement FY2021-2022 for agenda packet (3493 : Victims of Crime Act (VOCA) Agreement for FY2021-2022)

ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Division of Victim Services
Advocacy and Grants Management

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300 Fax (850) 487-0168
http://www.myfloridalegal.com

October 6, 2021

Victims of Crime Act (VOCA) 2021-2022

VOCA FIX Act Match Waiver

In accordance with the VOCA Fix to Sustain the Crime Victims Fund Act of 2021, effective July 22, 2021, and the attached updated United States Department of Justice, Office for Victims of Crime revised Match Waiver process received on September 22, 2021, the Office of the Attorney General waives the match requirement for all 2021-2022 VOCA Assistance grants funded with FFY 2018 V2-GX-0018 and FFY 2019 V2-GX-0047. The time period for these awards is October 1, 2021 through September 30, 2022.

These considerations are being made due to the continued challenges service providers are experiencing in their ability to meet the match requirement due to financial constraints and unique circumstances experienced during the pandemic.

/s/ Richard H. Martin
OAG Authorizing Official

Chief of Staff
Title

Richard H. Martin
Print Name

Oct 6, 2021
Date

Attachment: VOCA Grant match waiver (3493 : Victims of Crime Act (VOCA) Agreement for FY2021-2022)

Sender: System, Grant
Date: 10/7/2021 8:57:01 AM
Subject: Victims of Crime Act (VOCA) 2021-2022 Match Waiver
Message:
Good morning,

In accordance with the Victims of Crime Act (VOCA) Fix Act, the Chief of Staff has signed a blanket match waiver for all 2021-2022 VOCA subgrantees. With the blanket match waiver in effect, subgrantees will NOT need to report match on any invoice submitted for the 2021-2022 grant year and will NOT need to complete a separate match waiver request. Our office will place a copy of the attached match waiver in each subgrantee's file.

Any questions should be submitted to contact.voca@myfloridalegal.com
Attachment

Attachment: VOCA Grant match waiver (3493 : Victims of Crime Act (VOCA) Agreement for FY2021-2022)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **October 26, 2021**
FROM: **Stella Gurnee**
SUBJECT: **Disposal of Fixed Assets**
NUMBER: **(ID # 3501)**
APPLICANT:
PLANNER:

DISCUSSION:

The fixed assets in the attached list have been identified as being surplus property available for disposition due to obsolescence or replacement.

Per Resolution 2018-R-30, Purchasing Policy, Section 13.2 Disposition of Surplus property, Finance has classified the attached list of property/equipment as surplus.

FISCAL ANALYSIS:

The proceeds from the sale of the surplus items will be placed in the fund that acquired the fixed assets being disposed.

STAFF RECOMMENDATION:

Staff recommends the City Commission declare the equipment identified in the attached document as surplus and authorize the disposal of the surplus equipment as appropriate.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

Authorize the City Manager to dispose of the attached list of surplus equipment.

- Asset Disposal List - 10 26 2021 (PDF)

Inventory Disposal Requst Form
Date: 10/26/2021

Asset #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Note
2011000050	Cisco IP Phone (7962) System Installation Implementation and Configuration	Cisco	IP Phone 7962			03/07/11	$112,114.53	$0.00	IT	
2014000013	Kyocera Printer	Kyocera	FS-C5350-DN			11/26/13	$992.00	$0.00	PD	
2007000043	Recorder	Marantz	PMD560			12/20/06	$648.95	$0.00	CHAMBER	
2007000044	Recorder	Marantz	PMD560			01/29/07	$599.00	$0.00	MEETING ROOM	
	PC	HP	1KB99UT#ABA	8CG7165SD8		05/10/17	unknown	unknown	IT	
	PC	HP	P5W00UT#ABA	2UA60216NZ		01/13/16	unknown	unknown	IT	
	PC	ACER	Veriton L4630G	DTVKGAA006544040789600		09/01/18	unknown	unknown	IT	Donated to Cit
	PC	ACER	Veriton L4630G	DTVKGAA006443009DA9600		09/01/18	unknown	unknown	IT	Donated to Cit
2014000015	SERVER	BUFFALO	TS-RVH8.0TL/R6	45838921200345		10/09/13	$999.58	$0.00	IT	
201600008	2011 Ford Crown Victoria Police Interceptor	Ford	Crown Victoria	2FABP7BV1BX114041		11/12/15	$5,000.00	$0.00	FLEET	
2006002468	1984 L804 Forklift	Ford	L804	1FDYL80U4EVA08913		03/01/90	$3,800.00	$0.00	FLEET	
2015000099	2010 Ford Crown Victoria Police Interceptor	Ford	Crown Victoria	2FABP7BV1AX130030		04/22/15	$6,000.00	$0.00	FLEET	
20012000047	2008 Ford Crown Victoria Police Interceptor	Ford	Crown Victoria	2FAFP71V18X158195		07/12/12	$7,000.00	$0.00	FLEET	

Attachment: Asset Disposal List - 10 26 2021 (3501 : Disposal of Fixed Assets)

HOLLY HILL
FLORIDA

INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description 1984 L804 Forklift

Tag # 2006002468 **Serial #** 1FDYL80U4EVA08913

Manufacturer Ford **Model #** L804

Vehicle # 25

Reason for Request to Surplus: Not in operation and in need of repairs to exceed value of vehicle

Department: Public Works/Fleet

Supervisor: Jonathan Detmer

Date: 17-Sep-21

****

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Purchase Date: 03/01/1990; Purchase Cost: $3,800; Book Value: $0.00

Recommendation: Auction at Manheim

Approved Disposal Method: _____

Attachment: Asset Disposal List - 10 26 2021 (3501 : Disposal of Fixed Assets)



Attachment: Asset Disposal List - 10 26 2021 (3501 : Disposal of Fixed Assets)

HOLLY HILL
FLORIDA

INVENTORY SURPLUS FORM
PLEASE PRINT ALL INFORMATION

Equipment Description 2010 Ford Crown Victoria Police Interceptor

Tag # 2015000099 **Serial #** 2FABP7BV1AX130030

Manufacturer Ford **Model #** Crown Victoria

Vehicle # 112

Reason for Request to Surplus: Bad engine. The cost to repair exceeds the value of the vehicle

Department: Public Works/Fleet

Supervisor: Jonathan Detmer

Date: 17-Sep-21

****

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Purchase Date: 04/22/2015; Purchase Cost: $6,000 Purchase Order: 150211 Book Value: $0.00

Recommendation: Auction at Manheim

Approved Disposal Method: _____

Attachment: Asset Disposal List - 10 26 2021 (3501 : Disposal of Fixed Assets)



HOLLY HILL
FLORIDA

INVENTORY SURPLUS FORM
PLEASE PRINT ALL INFORMATION

Equipment Description 2011 Ford Crown Victoria Police Interceptor

Tag # 201600008 **Serial #** 2FABP7BV1BX114041

Manufacturer Ford **Model #** Crown Victoria

Vehicle # 118

Reason for Request to Surplus: Bad rear end. The cost of repair exceeds the value of the vehicle

Department: Public Works/Fleet

Supervisor: Jonathan Detmer

Date: 17-Sep-21

****

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Purchase Date: 11/12/2015; Purchase Cost: $5,000 Purchase Order: 160091

Book Value: $0.00

Recommendation: Auction at Manheim

Approved Disposal Method: _____

Attachment: Asset Disposal List - 10 26 2021 (3501 : Disposal of Fixed Assets)



HOLLY HILL
FLORIDA

INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description 2008 Ford Crown Victoria Police Interceptor

Tag # 2012000047 **Serial #** 2FAFP71V18X158195

Manufacturer Ford **Model #** Crown Victoria

Vehicle # 825

Reason for Request to Surplus: Transmission needs to be replaced. Repair cost exceeds the value of the vehicle

Department: Public Works/Fleet

Supervisor: Jonathan Detmer

Date: 17-Sep-21

****

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Purchase Date: 07/12/2012; Purchase Cost: $7,000; Book Value: $0.00

Recommendation: Auction at Manheim

Approved Disposal Method: _____

Attachment: Asset Disposal List - 10 26 2021 (3501 : Disposal of Fixed Assets)



HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: October 26, 2021
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Tidal Backflow Preventer Not to Exceed $57,058.00; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-88
APPLICANT:
PLANNER:

DISCUSSION:

The Tidal Backflow Preventer Project involves the installation of up to 5 tidal backflow preventers on existing storm outfalls along Riverside Drive between 2nd Street and 7th Street. It is anticipated that the backflow preventers will be installed on either the seawall (if existing), endwall, inside an existing structure or, if the existing structure is not of a sufficient size, a new structure. The new structure would be designed to accept the backflow preventer and low for maintenance. Due to the unknown conditions associated with the storm outfalls, a contingency has been included in the fee estimate to compensate for additional work that may be necessary.

The scope of services from Mead and Hunt, Inc., includes the preliminary design, project design, permitting, bidding services, construction administration, and construction observation to install 5 tidal backflow preventers. The consultant will provide agendas and summaries for all design and construction meetings. Engineering services include data collection, preliminary design, final design, preparation of specifications, permitting, and completion of bidding. Construction services include contract administration, inspection, preparation of record drawings, and certification of project completion to permitting agencies.

FISCAL ANALYSIS:

The City entered into a Continuing Services Contract for a term of five (5) years with Mead & Hunt (formerly Quentin L. Hampton) in December 2015. A one (1) year renewal of this contract was granted with the same original contract terms and conditions.

Funding for this project has been included in Fiscal Year budget 2021/2022. $57,058.00 for this

engineering design has been budgeted in account number 461-8110-580-6300 and Project Code

22SW02.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services to facilitate the Tidal Backflow Preventer Project.

COMMISSION GOALS:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT TIDAL BACKFLOW PREVENTERS NOT TO EXCEED $57,058.00.

ATTACHMENTS:

- HH Tidal Backflow Proposal 10.11.21 (PDF)

Resolution No. 2021-88

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT TIDAL BACKFLOW PREVENTER NOT TO EXCEED $57,058.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT TIDAL BACKFLOW PREVENTOR NOT TO EXCEED $57,058.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed capital project as part of the fiscal year 2021-22 budget; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project Tidal Backflow Preventer not to exceed $57,058.00.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of OCTOBER, 2021.

October 11, 2021

Antoine Khoury, P.E.
Public Works Director/City Engineer
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org
Hard Copy Mailed Only on Request

Subject: Tidal Backflow Preventers

Dear Mr. Khoury,

We are pleased to present the enclosed scope of work and fee estimate for the subject project. As we understand, the City desires Mead & Hunt to assist the City with the design of backflow prevention devices to be installed in the storm outfalls along Riverside Drive to mitigate the flooding that occurs during high tides and storm surges.

Mead & Hunt is well qualified to perform this task. We have recently designed a similar system in Port Orange that involves the same type of devices the City of Holly Hill is desiring to utilize. Please review the attached scope and fee estimate and advise if there are any issues.

If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

Andrew M.Giannini, P.E.
Sr. Project Manager

David King, P.E.
Business Unit Leader/Vice President

AMG/DAK;bf

Attachment: HH Tidal Backflow Proposal 10.11.21 (2021-R-88 : Professional Services Approval for Tidal Backflow Preventer Project)

CITY OF HOLLY HILL
SCOPE OF SERVICES
FOR
TIDAL BACKFLOW PREVENTERS

This Task Order is in conformance with the Services Agreement for General Engineering Services, RFQ-ENG-15-01 dated December 4, 2015 between the City of Holly Hill (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project involves the installation of up to 5 tidal backflow preventers on existing storm outfalls along Riverside Drive between 2nd Street and 7th Street. See Exhibit A for locations. It is anticipated that the backflow preventers will be installed on either the seawall (if existing), endwall, inside an existing structure or, if the existing structure is not of a sufficient size, a new structure. The new structure would be designed to accept the backflow preventer and allow for maintenance. Due to the unknown conditions associated with the storm outfalls, a contingency has been included in the fee estimate to compensate for additional work that may be necessary.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination and Invoicing

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated six-month project design.

Project Kick-Off Meeting

MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement a quality assurance and control process, which includes:

Attachment: HH Tidal Backflow Proposal 10.11.21 (2021-R-88 : Professional Services Approval for Tidal Backflow Preventer Project)

Independent technical review of alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, and conflicts.

Independent review of the project technical work products before its submission to the CITY.

Deliverables – Project Management

- Meeting Agendas and Summaries
- Monthly Invoices

PHASE 2 – PRELIMINARY DESIGN

Survey Coordination

MEAD & HUNT will obtain the services of a licensed surveyor to conduct a site survey. The surveyor costs will be billed in the Subconsultants and Reimbursable section. MEAD & HUNT coordination of the survey efforts and administration of the subconsultants contract are included herein.

Utility Coordination

MEAD & HUNT will submit for a design ticket with Sunshine 811 to determine the existing utility owners in the area of the proposed improvements. The 60% design drawings will be submitted to the utility owners identified on the design ticket for mark-up of existing facilities. Mark-ups received from utility owners will be transferred to the design drawings.

Preliminary Design

Upon receipt of survey, MEAD & HUNT will begin the preliminary location of the backflow preventers (BFPs). A preliminary set of plans with the location of each BFP will be provided for CITY review and comment. Any necessary adjustments based on City comments will be made in the design phase. Up to five (5) backflow preventers are anticipated as part of the design. Efforts for design above this amount will be negotiated with the CITY on a time and materials basis with funds from the project contingency.

Deliverables – Preliminary Design

- Survey with existing utilities
- Preliminary design drawings

Attachment: HH Tidal Backflow Proposal 10.11.21 (2021-R-88 : Professional Services Approval for Tidal Backflow Preventer Project)

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

MEAD & HUNT will develop 60% drawings and specifications that reflect the recommended improvements as suggested in the preliminary design. The CITY's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 60% Estimate of Probable Construction Cost (EOPCC).

The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 60% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received and resolution to the comments will be documented in a 60% review comment/response log and incorporated into the 90% design documents.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications
- 60% EOPCC

Task 2 – 90% Design Development

Based on the CITY's 60% review comments and discussions at the 60% review meeting, MEAD & HUNT will advance the 60% design drawings and technical specifications to 90% completion. The EOPCC will be updated for the 90% submittal.

The 90% submittal package will be prepared and submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 60% review meeting are addressed in the 90% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 90% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received and resolution to the comments will be documented in a 90% review comment/response log and incorporated into the 100% design documents.

Attachment: HH Tidal Backflow Proposal 10.11.21 (2021-R-88 : Professional Services Approval for Tidal Backflow Preventer Project)

Attachment: HH Tidal Backflow Proposal 10.11.21 (2021-R-88 : Professional Services Approval for Tidal Backflow Preventer Project)

Deliverables – 90% Design

- 90% Design Drawings
- 90% Specifications
- 90% EOPCC
- 60% Comment/Response Log

Task 3 – 100% Design Development

Based on the CITY's 90% review comments and discussions at the 90% review meeting, MEAD & HUNT will advance the 90% design drawings and technical specifications to 100% completion. MEAD & HUNT's 90% EOPCC will be updated for the 100% submittal.

The 100% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 90% review meeting are addressed in the 100% submittal. There will be not be a 100% review meeting.

Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC
- 90% Comment/Response Log

PHASE 4 – BIDDING SERVICES

The CITY will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids. MEAD & HUNT will provide the following bid-phase services:

Bid Documents

MEAD & HUNT will prepare and submit bid documents including bid number, pre-bid date and time, and other pertinent information to create a Bid Set of the plans and specifications.

Pre-Bid Meeting

MEAD & HUNT will attend and lead a pre-bid meeting at CITY facility to review the project details before bids are submitted. MEAD & HUNT will present project details and answer potential bidders' questions at this meeting.

Attachment: HH Tidal Backflow Proposal 10.11.21 (2021-R-88 : Professional Services Approval for Tidal Backflow Preventer Project)

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. Questions and responses will be documented and submitted to the CITY for distribution to potential bidders in the form of addenda. MEAD & HUNT will prepare up to two (2) addenda.

Bid Tabulation and Recommendation of Award

Upon receipt of the submitted bids from the CITY, MEAD & HUNT will complete a review of the bids for completeness and conformance with the bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. Based on that review, MEAD & HUNT will submit to the CITY a bid tabulation and a recommendation of award.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Pre-bid Meeting Agenda and Summary
- Addenda to bid documents
- Final bid tabulation
- Recommendation of award
- Issued for Construction documents upon award

PHASE 5 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as survey, reproductions, postage, permit application fees, etc.

PHASE 6 – CONTINGENCY

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the CITY to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the CITY.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Pipe Cleaning and Videotaping

- Permitting
- Easement Acquisition
- Construction Phase Services
- Geotechnical Engineering
- Funding Assistance
- Environmental

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
Phase 1 – Project Management	*180 days*	*Receipt of notice to proceed*
Phase 2 – Preliminary Design	*60 days*	*Receipt of notice to proceed, assuming 30 to 45 days for survey*
Phase 3 – Project Design	*90 days*	*Client approval of Preliminary Design*
Phase 4 – Bidding Services	*30 days*	*Client approval of Bid Documents*

The above timeframes assume a maximum 2-week turnaround for CITY review of design submittals.

COMPENSATION

The not-to-exceed cost for this Scope of Services, including Contingency Funds, is $57,058.00. The Contingency Funds authorized for use on this project may only be expended upon written approval from the CITY. Any out-of-scope work performed requiring the release of Contingency Funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the CITY.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$6,144*	*Lump Sum*
Phase 2 – Preliminary Design	*$4,244*	*Lump Sum*
Phase 3 – Project Design	*$25,057*	*Lump Sum*
Phase 4 – Bidding Services	*$8,699*	*Lump Sum*
Subtotal	***$44,144***	
Phase 5 – Subconsultants/Reimbursables	*$8,500*	*Time & Expense*
Phase 6 Contingency at 10%	*$4,414*	*Time & Expense*
TOTAL	***$57,058***	

Attachment: HH Tidal Backflow Proposal 10.11.21 (2021-R-88 : Professional Services Approval for Tidal Backflow Preventer Project)

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	CITY OF HOLLY HILL	Approved by:	MEAD & HUNT, INC.
By:		By:	
Name:		Name:	David A. King, PE
Title:		Title:	Vice President/Business Unit Leader
The above person is authorized to sign for Client and bind the Client to the terms hereof.			
Date:		Date	October 11, 2021

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, cityclerk@hollyhillfl.org.

Attachment: HH Tidal Backflow Proposal 10.11.21 (2021-R-88 : Professional Services Approval for Tidal Backflow Preventer Project)

Mead & Hunt

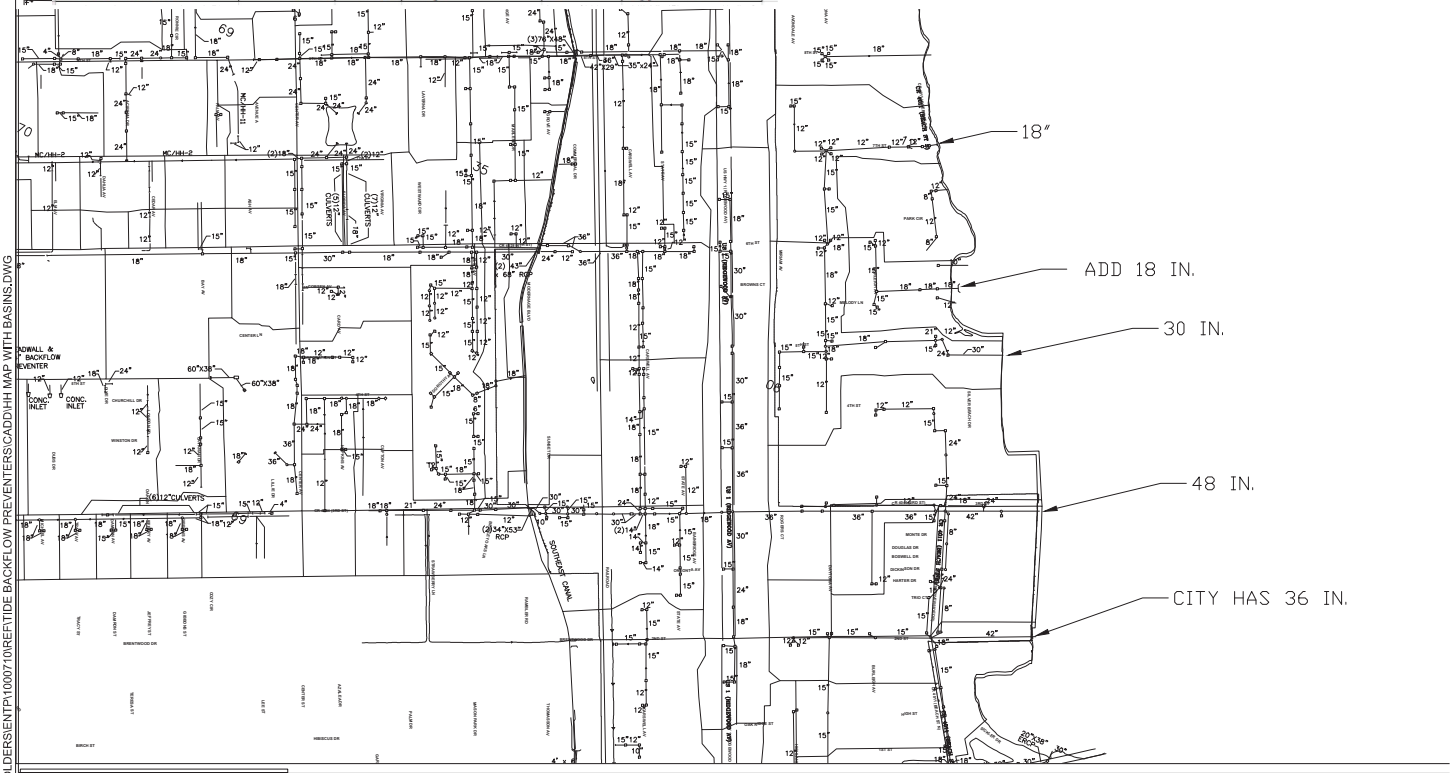
CITY OF HOLLY HILL
TIDAL BACKFLOW PREVENTERS
HOLLY HILL
ESTIMATED MANHOUR SCHEDULE
October 11, 2021

Phase	Description	Senior Project Engineer	Engineer I	Technician II	Technician I	Administrative Assistant	Total Task ($)
	Hourly Rate	$ 172.00	$ 115.00	$ 105.00	$ 86.00	$ 86.00	See Below
1	**Project Management**						
	Project Coordination and Invoicing	32	0	0	0	0	$ 5,504.0
	Internal Kick-Off Meeting	1	0	2	0	1	$ 468.0
	External Kick-Off Meeting	1	0	0	0	0	$ 172.0
	Subtotals	**34**	**0**	**2**	**0**	**1**	**$ 6,144.0**
2	**Preliminary Design**						
	Survey Coordination	0	2	4	0	0	$ 650.0
	Utility Coordination	0	2	4	0	0	$ 650.0
	Preliminary Design	2	8	16	0	0	$ 2,944.0
	Subtotals	**2**	**12**	**24**	**0**	**0**	**$ 4,244.0**
3	**Project Design**						
	Prepare 60% documents	0	16	48	16	16	$ 9,632.0
	60% QA/QC	2	2	0	0	0	$ 574.0
	60% Review Meeting	1	1	1	1	2	$ 650.0
	Prepare 90% documents	0	12	36	8	8	$ 6,536.0
	60% Comment/Response Log	0	0	0	2	2	$ 344.0
	90% QAQC	2	2	0	0	0	$ 574.0
	90% Review Meeting	1	1	1	1	2	$ 650.0
	Prepare 100% documents	0	8	24	8	8	$ 4,816.0
	90% Comment/Response Log	0	0	0	2	2	$ 344.0
	100% QAQC	1	1	0	0	0	$ 287.0
	100% Review Meeting	1	1	1	1	2	$ 650.0
	Subtotals	**8**	**44**	**111**	**39**	**40**	**$ 25,057.0**
4	**Bidding Assistance**						
	Prepare Bid Set plans and specs	0	8	16	4	0	$ 2,944.0
	Bid Set QAQC	2	8	8	0	0	$ 2,104.0
	Attend pre-bid	0	1	0	0	0	$ 115.0
	Address bidder's questions and prepare (x) addenda/um	2	4	8	0	8	$ 2,332.0
	Attend bid opening	0	0	2	0	0	$ 210.0
	Evaluate bids, bid tab, and prepare award recommendation ltr	0	2	4	0	0	$ 650.0
	Attend contract award at commission/council	2	0	0	0	0	$ 344.0
	Subtotals	**6**	**23**	**38**	**4**	**8**	**$ 8,699.0**
	TOTAL ALL TASKS	**50**	**79**	**175**	**43**	**50**	**$ 44,144.0**
						Lump Sum Total	**$ 44,144.0**
5	**Subconsultant/Reimbursables Breakdown:**					Subconsultant/Reimbursables Total	$ 8,500.0
	Description	Amount				Contingency	$ 4,414.0
	Survey Allowance	$ 8,000.00				**GRAND TOTAL**	**$ 57,058.0**
	Getoechnical Allownace	$ -					
	Printing/Reproduction/Postage	$ 500.00					
	Total	**$ 8,500.00**					

Attachment: HH Tidal Backflow Proposal 10.11.21 (2021-R-88 : Professional Services Approval for Tidal Backflow Preventer Project)

Location	Latitude (N)	Longitude (W)	Pipe Size	Picture	Notes
231 Riverside Drive	29.2319440	-81.026667	**36" Pipe**	Yes	36" Pipe with headwall
Rear of Marina Grande	29.2330556	-81.027222	**48" Pipe**	Yes/can't see pipe	48" pipe with headwall
5th Street/Riverside Drive	29.2363889	-81.031944	**18" Pipe**	Yes	18" pipe - need a headwall built
611 Riverside Drive (north side)	29.2383333	-81.032500	**12" Pipe**	No Pipe Seen	12" pipe - need a headwall built
7th Street/Riverside Drive	29.2394444	-81.033056	**18" Pipe**	Yes/can't see pipe	18" pipe with headwall
8th Street/Riverside Drive	29.2411110	-81.033889	**12" Pipe**	Yes	12" pipe with headwall
10th Street/Riverside Drive	29.2444400	-81.035833	**12" Pipe**	Yes	12" pipe with headwall
1125 Riverside Drive (into water between parks)	24.2479800	-81.036950	**18" Pipe**	Yes	18" pipe with headwall
Walker Street/Riverside Drive	29.2513889	-81.038056	**24" Pipe**	Yes	24" pipe with headwall
15th Street/Riverside Drive	29.2547220	-81.040278	**15" Pipe**	Bad Pic	15" pipe with headwall
15th Street/Riverside Drive	29.2547200	-81.040278	**24" Pipe**	No Pic	24" pipe with headwall
Flomich Street/Riverside Drive	29.2580556	-81.040833	**24" Pipe**	Yes	24" pipe with headwall
Granada Street/Riverside Drive	29.2616667	-81.043333	**48" Pipe**	Yes	48" pipe with headwall

DONE



CITY OF HOLLY HILL

TIDAL BACKFLOW PREVENTER DESIGN
BACKFLOW PREVENTER LOCATIONS

XXXXXXX-XXXXXX.XX
02/25/2021

EXHIBIT A

2/25/2021 3:57:34 PM
\\CORP.MEADHUNT.COM\SHAREDFOLDERS\ENTP\100071\0\REF\TIDE BACKFLOW PREVENTERS\CADD\HH MAP WITH BASINS.DWG

Tidal Backflow Proposal 10.11.21 (2021-R-88 : Professional Services Approval for Tidal Backflow Preventer Project)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **October 26, 2021**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2021-2022 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-89**
APPLICANT: **Antoine Khoury**
PLANNER:

DISCUSSION:

The City's Public Works Department utilizes various chemicals for the treatment of water and wastewater and purchases the chemicals through various procurement methods.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

> The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is the be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

SECTION F - SOLE SOURCE AND STANDARDIZATION PROCUREMENT POLICY 2.25

EXEMPTION FROM BIDDING PROCEDURE

Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract if the dollar amount exceeds $25,000.

SOLE SOURCE

The following criteria must be met in order to satisfy the sole source or proprietary source requirement:

- It is the only item that will produce the desired results (or fulfill the specific need) …or
- The item is available from only one source of supply … or
- The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.

Sole source and proprietary source purchases are exempt from competitive requirements. However, all sole source requisitions exceeding $10,000 in value will be electronically advertised for a period of at least 5 business days. The steps to follow for sole source and proprietary source purchases are as follows:

a. The User Department/Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Department shall submit to the Finance Department a completed sole source/proprietary source form, indicating the requisition number.

b. A sole source or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).

c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least seven (7) business days after the receipt of a completed sole source form from the department.

d. The Finance Director shall review and approve or disapprove, in writing; sole source/proprietary source designation.

e. The User Department/Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.

f. When the Finance Director approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.

g. The Finance Department shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.

h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

STANDARDIZAT*ION*

Standardization is the process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose. Proprietary purchases (usually components) maintain a degree of continuity to the original or existing decor, equipment, or programs.

Where standardization is determined to be desirable by the City, the purchase of materials, supplies and equipment and certain contractual services may be made by negotiation. Compatibility to existing equipment will be an acceptable justification for waiver of bidding procedures provided the item meets the other criteria within the definition of sole source item (i.e.; available from only one source and only item that will produce the desired results).

Sole Source Vendors

In some cases, standardization is in the best interest of the City due to additional costs for product testing, product storage, availability or other factors. This is the case with Polymer, Praeston/polymer (coagulants), and MicroC2000 (a chemical addition for wastewater nitrification/denitrification biological process) which are utilized in the wastewater plant. Therefore, the following chemicals are recommended as sole source pricing agreements:

CHEMICAL	VENDOR	PRICE
Praestol K260FL/Polymer	Solenis LLC	$711/drum
MicroC 2000	Hawkins Inc.	$3.39/gallon
SNF Polymer	Polydyne, Inc.	$1.54/lb

The annual purchase with Solenis LLC for Praestol K260FL/Polymer is not to exceed $37,700.00. The annual purchase with Hawkins Inc. for MicroC 2000 is not to exceed

$44,718.00. The annual purchase with Polydyne Inc.for polymer for the belt press is not to exceed $33,264.00.

FISCAL ANALYSIS:

The expenditures related to the purchase of chemicals are fully budgeted in the utilities budget covering the water and wastewater divisions. The actual amount of expenditures for the above chemicals will vary with use throughout the year as required by the treatment process. Funds are budgeted through the respective operating supplies account for the water and wastewater divisions.

STAFF RECOMMENDATION:

Approve price agreements for the purchase of Fiscal Year 2021-2022 supply of water and wastewater treatment chemicals for the Public Works Department and authorize City Manager to execute necessary price agreements.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2021-2022 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS.

ATTACHMENTS:

- Solenis Sole Source Letter (PDF)
- Solenis Sales Agreement (PDF)
- Hawkins Sole Source Letter (PDF)
- Hawkins Quote (PDF)
- Polydyne sole source letter (PDF)
- Polydyne quote (PDF)

- Polydyne Sole Source Justification Form (PDF)
- Hawkins 2022 sole source (PDF)
- solenis 2022 sole source (PDF)

Resolution No. 2021-89

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2021-2022 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2021-2022 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of chemicals for water and wastewater treatment; and

WHEREAS, the City has secured pricing agreements utilizing various procurement methods permitted under the City's purchasing guidelines; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, By section 30-71 of the Holly Hill Code of Ordinances; "Where there is a single source, where standardization is determined to be in the best interest of the city, or where solicitation of bids is otherwise deemed to be inappropriate, the purchase of supplies, equipment and contractual services may be made by negotiation without regard to the cost. Negotiated contracts with a cost in excess of $25,000.00 must be approved by the City Commission prior to execution by the city"; and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2021-22 supply of water and wastewater treatment chemicals for the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve price agreements for the purchase of the Fiscal Year 2021-22 supply of water and wastewater treatment chemicals for the Public Works Department and authorizes City Manager to execute any necessary price agreements.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of OCTOBER, 2021.

SOLENIS
Strong bonds. Trusted solutions.

Mr. Charles Davis
Wastewater Operator
Dept. of Public Works
453 LPGA Blvd.
Holly Hill, FL 32117

Dear Mr. Davis,

Solenis LLC is a major global producer of water treatment polymers, including both dry and emulsion wastewater flocculants, dispersants, selected antiscalants and other innovative products. Solenis is the sole source of manufacture for PRAESTOL K 260 FL as sold to the City of Holly Hill, FL. No company other than Solenis may manufacture Praestol.

PRAESTOL© is made at the manufacturing plant located at:

SOLENIS LLC
2401 Doyle Street
Greensboro, NC 27406

Please feel free to contact me if you have any questions.

Sincerely,

Suzanne B. Brown

Suzanne B. Brown
Administrative Assistant
Municipal Business

Attachment: Solenis Sole Source Letter (2021-R-89 : Approval of Water and Wastewater Treatment Plants Chemical Purchases for FY 2021-

www.solenis.com

Customer Number	0000441163
Customer Name	CITY OF HOLLY HILL
Customer Address	1065 RIDGEWOOD AVE HOLLY HILL FL 32117 US
Account Manager	
Quote Name	City of Holly Hill Quote for FY2022 effective 10.1.2021
Date	26 August 2021

PRODUCT SALES AGREEMENT

Price Valid From: 10.01.2021 #N/A
Price Valid To: 09.30. 2022 #N/A

Material Description / Code	Estimated Quantity	Currency	Invoice Price / UoM
PRAESTOL K 260 FL DRUM 200L - 657179	16,200		$1.61 / lb. delivered

Solenis LLC standard terms and conditions apply to this quotation unless otherwise described within.
Solenis LLC standard terms and conditions can be located at http://www.solenis.com

Attachment: Solenis Sales Agreement (2021-R-89 : Approval of Water and Wastewater Treatment Plants Chemical Purchases for FY 2021-2022)

July 3, 2017

Mr. Walt Smyser
Deputy Public Works Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL, 32117-2898

Re: MicroC 2000 Glycerin
Sole Source Letter

Dear Mr. Smyser:

Our product, MicroC 2000 Glycerin, is solely distributed in containers and mini-bulk, in Florida through Hawkins, Inc. No one else in the state of Florida is licensed to distribute or sell this product under these conditions or by this name.

The product documents attached include the Technical Data Sheet, Directions for use, and SDS.

If you have any questions or concerns, please let us know.

Sincerely,

Erica Latker

Erica Latker | Technical Application Specialist

HAWKINS WATER TREATMENT GROUP

2263 Clark Street, Apopka, Florida 32703 HAWKINS Telephone: 800-330-1369 Fax: 800-524-9315

Attachment: Hawkins Sole Source Letter (2021-R-89 : Approval of Water and Wastewater Treatment Plants Chemical Purchases for FY 2021-

HAWKINS, INC.
HAWKINS WATER TREATMENT GROUP

May 27, 2021

To: City of Holly Hill – WWTP

ATTN: Jerry Smith

Shipment: Please see pricing below for the fiscal year beginning October 01,2021 – September 30, 2022. Pricing is to reflect each delivery of 8 -totes = 2,200 gallons.

Description	UOM	Quantity	Price	Extended Price
MicroC 2000 – 70%	GA	2,200	$3.3880	**$7,453.60**

We understand that in the Municipal Industry, flows change and emergencies do occur that are unpreventable. We can ensure that we will handle any emergency as they occur. We are available 24/7 via 1-800-330-1369.

TERMS: Net 30 days from delivery. Our pricing does not include any installation or sales/excise taxes that may apply.

QUOTATION/PROPOSAL

This quotation constitutes an offer to furnish the items listed subject to; terms and conditions stated hereon; receipt of your purchase order by Hawkins Water Treatment Group, Inc.; and written acceptance of your order by Hawkins Water Treatment Group, Inc. and/or the manufacturer(s) involved as follows;

Attachment: Hawkins Quote (2021-R-89 : Approval of Water and Wastewater Treatment Plants Chemical Purchases for FY 2021-2022)

SNF
RESPONSIBLE CHEMISTRY

polydyne.snf.com

September 29, 2021

Mr. Jerry Smith
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

RE: Sole Source Declaration

Dear Mr. Smith,

Please accept this letter as a sole source declaration to the City of Holly Hill that the polymer utilized by the City of Holly Hill, FBS 10910 can only be provided by Polydyne Inc. for the City's use.

Polydyne Inc. is the largest supplier of water-soluble polymers to the U.S. municipal water and wastewater treatment market. We have the widest range of domestically produced polymer chemistries available in the U.S. Our sales team is comprised of 28 representatives strategically located throughout the U.S., many of whom are degreed engineers.

Thank you for your business. If you have any questions or if I may be further assistance, please feel free to contact me at (912) 880-8013. For Technical Assistance, please contact Chris McRae at (813) 765-0471. To place an order, please contact Heather James in our Customer Service Department at (800) 848-7659 Ext. 8735 or by email to hjames@snf.com.

Best regards,

Rebecca Beasley
Sales Administration Manager

Attachment: Polydyne sole source letter (2021-R-89 : Approval of Water and Wastewater Treatment Plants Chemical Purchases for FY 2021-

SNF
RESPONSIBLE CHEMISTRY

polydyne.snf.com

Emailed to: jhamilton@hollyhill.org

September 17, 2021

Johnny Hamilton
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

RE: Polymer Price Quotation

Dear Mr. Hamilton:

Polydyne Inc. is pleased to offer you the following price quotation:

PRODUCT	PRICE	PACKAGE
FBS 10910	$1.54/LB. DELIVERED*	450 LB. DRUMS

*Tariff/Freight Surcharge may apply

Payment Terms: Net 30 days – No Discounts

Thank you for your business. If you have any questions or need any additional information, please feel free to contact Chris McRae, Technical Sales Representative, at (813) 765-0471. To place an order, please call our Customer Service department at (800) 848-7659. Orders may be placed online at: https://us.snf.com/markets/municipal/polydyne-online-order-form/ or through our Customer Service Department. Your Customer Service Representative is Heather James. You can reach Heather by calling (800) 848-7659 Ext. 8735.

Sincerely,

Boyd Stanley
Sr. Vice-President

Attachment: Polydyne quote (2021-R-89 : Approval of Water and Wastewater Treatment Plants Chemical Purchases for FY 2021-2022)

City of Holly Hill

Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

SOLE SOURCE JUSTIFICATION

TO: Finance Department	**FROM:** John Dolly **REQUISITION #:** _____
Subject - Purchase of: FBS10910 polymer.	
Requested Supplier – Contact: _____ Company: Polydyne Inc. Address: P.O. Box 404642	City, State, Zip: Atlanta GA 30384-4642 Phone: 912-884-3366 Estimated Cost: $ 33,264

Statement of Need: My recommendation for sole source is based upon an objective review of the product/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or involved in any way with this request. No gratuities, favors or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Sole Source Justification: Mark those that apply.

☒ 1. Sole source request is for the original manufacturer or provider; there are no regional distributors. (Attach the manufacturers written certification that no regional distributors exist. Item 4 must also be checked).

☐ 2. Sole source request is for the only area distributor of the original manufacturer or provider. (Attach the manufacturers -not the distributors - written certification that identifies all regional distributors. Item 4 also must be checked).

☐ 3. The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain in comments or separate memorandum).

☒ 4. This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Attach memorandum with details of specialized function or application).

☐ 5. The parts/equipment are required from this source to facilitate maintenance standardization. (Attach memorandum describing the basis for the standardization request).

☐ 6. None of the above applies. A detailed explanation and justification for this sole source request is contained in the attached memorandum.

Division Head Signature: _____ Date: 10-12-2021

Department Head Signature: _____ Date: 10-13-2021

Comments: Polymer for Sludge Belt press

Finance Approval: _____ Date: _____

City Manager Approval (if required): _____ Date: _____

Attachment: Polydyne Sole Source Justification Form (2021-R-89 : Approval of Water and Wastewater Treatment Plants Chemical Purchases

City of Holly Hill

Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

SOLE SOURCE JUSTIFICATION

TO: Finance Department	FROM: John O'Hly REQUISITION #: _____
Subject - Purchase of: Micro C 2000	
Requested Supplier – Contact: _____ Company: Hawkins Address: 2381 Rosegate	City, State, Zip: Roseville, MN 55113 Phone: 800-330-1369 Estimated Cost: $ 44,718

Statement of Need: My recommendation for sole source is based upon an objective review of the product/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or involved in any way with this request. No gratuities, favors or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Sole Source Justification: Mark those that apply.

☐ 1. Sole source request is for the original manufacturer or provider; there are no regional distributors. (Attach the manufacturers written certification that no regional distributors exist. Item 4 must also be checked).

☒ 2. Sole source request is for the only area distributor of the original manufacturer or provider. (Attach the manufacturers -not the distributors - written certification that identifies all regional distributors. Item 4 also must be checked).

☐ 3. The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain in comments or separate memorandum).

☒ 4. This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Attach memorandum with details of specialized function or application).

☐ 5. The parts/equipment are required from this source to facilitate maintenance standardization. (Attach memorandum describing the basis for the standardization request).

☐ 6. None of the above applies. A detailed explanation and justification for this sole source request is contained in the attached memorandum.

Division Head Signature: _____ Date: 10/7/21

Department Head Signature: Antoine-T Khoury Date: 10-7-2021

Comments:
Chemical addition for nitrification/denitrification Biological proce

Finance Approval: _____ Date: _____

City Manager Approval (if required): _____ Date: _____

Attachment: Hawkins 2022 sole source (2021-R-89 : Approval of Water and Wastewater Treatment Plants Chemical Purchases for FY 2021-2022)

City of Holly Hill

Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

SOLE SOURCE JUSTIFICATION

TO: Finance Department	FROM: John Daly REQUISITION #: Annual Req.
Subject - Purchase of: Praestol K260FL polymer	
Requested Supplier – Contact: _____ Company: Solenis LLC Address: 500 Hercules Rd	City, State, Zip: Wilmington, DE 19808 Phone: 866-280-9090 Estimated Cost: $ 37,700.00

Statement of Need: My recommendation for sole source is based upon an objective review of the product/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or involved in any way with this request. No gratuities, favors or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Sole Source Justification: Mark those that apply.

☒ 1. Sole source request is for the original manufacturer or provider; there are no regional distributors. (Attach the manufacturers written certification that no regional distributors exist. Item 4 must also be checked).

☐ 2. Sole source request is for the only area distributor of the original manufacturer or provider. (Attach the manufacturers -not the distributors - written certification that identifies all regional distributors. Item 4 also must be checked).

☐ 3. The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain in comments or separate memorandum).

☒ 4. This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Attach memorandum with details of specialized function or application).

☐ 5. The parts/equipment are required from this source to facilitate maintenance standardization. (Attach memorandum describing the basis for the standardization request).

☐ 6. None of the above applies. A detailed explanation and justification for this sole source request is contained in the attached memorandum.

Division Head Signature: _____ Date: 10/7/21

Department Head Signature: Antoine E Khoury Date: 10-8-2021

Comments:
chemical addition at the Dissolved Aeration Unit (DAF)

Finance Approval: _____ Date: _____

City Manager Approval (if required): _____ Date: _____

Attachment: solenis 2022 sole source (2021-R-89 : Approval of Water and Wastewater Treatment Plants Chemical Purchases for FY 2021-2022)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: October 26, 2021
FROM: Joseph Forte
SUBJECT: A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Transfer a Vacant Parcel of Real Property Owned by the City Located at 421 6Th Street, Holly Hill, Florida for a Three (3) Year Lease for 2,500 Square Feet of Warehouse Space Located at 618 Commercial Drive, Holly Hill, Florida Subject to Standard Terms and Conditions and City Attorney Approval; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-90
APPLICANT:
PLANNER:

DISCUSSION:

In 2013, the City purchased the property located at 421 Sixth Street for $155,000 for the purpose of installing a stormwater retention pond. The property had a residential structure on it which was demolished after the city's acquisition. The City concurrently entered into an agreement with Rick Maugeri, the property owner of Surface Crafters, located at 405 Sixth Street. The agreement required the business owner to create 15 new permanent jobs and construct an office building within 60 months of the agreement in exchange for the city installing a stormwater retention pond with a fountain and landscaping. The property owner did comply with his requirements however, the City never completed the stormwater pond. The City manager reviewed the 2014 Stormwater Master Plan and determined a Stormwater pond is not part of the plan, only stormwater piping.

As part of the development of Pictona, Phase 2, the City will be demolishing the city owned structure, know as the barn, located near the southwest corner of field #4. The city workers who operate out of the barn will need a new location to work from. The Public Works Department had been considering constructing a large building within the Public Works property to relocate the barn and other storage and operational uses at a cost over $800k.

The City Manager is considering an option of using the current fire station to handle the needs of the Public Works Department and constructing a new Fire Station. Until that decision is made and direction given by the City Commission, a temporary warehouse is needed to relocate the barn operations.

Rick Maugeri owns a warehouse on Commercial Drive that would satisfy the city's temporary needs. The City manager would like to exchange the land at 421 Sixth Street for a three year lease of the warehouse on Commercial Drive. The property at 421 Sixth Street, according to the Volusia County Property Appraisers office, has a Just/Market Value of $62,719. Taking into

consideration that the Property Appraisers value is approximately 80% of the market, we have determined the value of the land may be $78,000. The value of a three year lease would be approximately $75,000.

Rick Maugeri plans to clean up the parcel of land and create an approved parking area for the business located behind this property.

FISCAL ANALYSIS:

There would be no revenue or expenditure during the three year period of the lease.

STAFF RECOMMENDATION:

Approve the resolution and authorize the City manager to negotiate terms and conditions to exchange the land for a three year lease agreement.

COMMISSION GOAL:

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

TO APPROVE THE RESOLUTION AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE TERMS AND CONDITIONS TO EXCHANGE THE LAND FOR A THREE YEAR LEASE AGREEMENT.

ATTACHMENTS:

- Development Agreement for 421 Sixth Street (2013) (PDF)
- Project 23 Stormwater Master Plan (PDF)

Resolution No. 2021-90

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO TRANSFER A VACANT PARCEL OF REAL PROPERTY OWNED BY THE CITY LOCATED AT 421 6TH STREET, HOLLY HILL, FLORIDA FOR A THREE (3) YEAR LEASE FOR 2,500 SQUARE FEET OF WAREHOUSE SPACE LOCATED AT 618 COMMERCIAL DRIVE, HOLLY HILL, FLORIDA SUBJECT TO STANDARD TERMS AND CONDITIONS AND CITY ATTORNEY APPROVAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO TRANSFER A VACANT PARCEL OF REAL PROPERTY OWNED BY THE CITY LOCATED AT 421 6TH STREET, HOLLY HILL, FLORIDA FOR A THREE (3) YEAR LEASE FOR 2,500 SQUARE FEET OF WAREHOUSE SPACE LOCATED AT 618 COMMERCIAL DRIVE, HOLLY HILL, FLORIDA SUBJECT TO STANDARD TERMS AND CONDITIONS AND CITY ATTORNEY APPROVAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns a vacant parcel of real property located at 421 6th Street, Holly Hill, Florida; and

WHEREAS, the City is in need of warehouse space for its facility operations; and

WHEREAS, there is 2,500 square feet of warehouse space located at 618 Commercial Drive, Holly Hill, Florida that is available for lease and the owner is willing to accept the transfer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission hereby authorizes the City Manager to

negotiate and execute the necessary documents to transfer the real property owned by the City located at 421 6th Street, Holly Hill for a three (3) year least of the 2,500 square feet of warehouse space located at 618 Commercial Drive, Holly Hill, Florida subject to standard terms and conditions and City Attorney approval.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of OCTOBER, 2021.

SURFACE CRAFTERS

DEVELOPMENT AGREEMENT

WHEREAS, the City of Holly Hill (City) has a contract to purchase the real property (Contract) located at 421 Sixth Street, Holly Hill (Subject Property).

WHEREAS, the Subject Property is located adjacent to the property owned by RCM Properties, LLC, a manufacturing business headquartered at 711 Commercial Drive (RCM).

WHEREAS, RCM owns seven (7) buildings in the immediate area and is currently redeveloping the facilities on its properties and expanding their product line and workforce.

WHEREAS, the redevelopment of the RCM properties will be facilitated by the City's acquisition of the Subject Property and demolition of the blighted structure(s.) Furthermore the Subject Property currently is functionally obsolete and the property size and shape render it unacceptable for rehabilitation. One of the City's redevelopment goals is to reduce blight in the Redevelopment Area. Therefore the goals and objectives of the City's Community Redevelopment Plan are promoted by this Development Agreement.

WHEREAS, the City's Community Redevelopment Agency (CRA) is a party to this Development Agreement as the financial development incentives for procurement and demolition of the existing structures will be paid by the CRA.

NOW THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) The above WHEREAS are hereby incorporated into this Agreement.

2) RCM will construct and occupy a minimum of 7,000 square feet of additional contiguous office space on the properties currently owned by RCM Properties in Holly Hill. The additional office space will be constructed in existing RCM facilities located at 407 Sixth Street, Holly Hill.

3) Upon starting the demolition work outlined in Paragraph 5(c) below, the City shall be allowed to place public notices on RCM's property as approved by RCM promoting this as a public/private CRA project. The City shall also be allowed to use this project to promote the City's CRA.

4) The City has performed the necessary due diligence of the Subject Property, as outlined in Paragraphs Six (6) and Seven (7) of the Contract to purchase the property.

Attachment: Development Agreement for 421 Sixth Street (2013) (2021-R-90 : Transfer of Land in Exchange for Warehouse Rental Space Lease

5) The City shall provide the following development incentives:

a) At closing the City and CRA shall pay the purchase price of the property, which is $155,000.

b) The City/CRA shall obtain and pay for a title insurance policy insuring marketable title.

c) After the City acquires the Subject Property, the City shall demolish all structures, including the parking lot from the Subject Property, and construct a storm water retention pond with a fountain. The City shall landscape the retention pond in compliance with the City's regulations. The City's shall not be obligated to perform the above until RCM obtains all necessary permits and approvals to build the office space referenced in Paragraph 2 above.

d) The City shall provide a ten foot (10') easement to RCM on the southern boundary of the Property for landscaping and pedestrian access for its customers and employees, as further described on Exhibit A attached hereto and made a part of. RCM will be responsible for landscaping and sidewalk improvements in the easement area consistent with the City's regulations. The easement area shall not be used by RCM for compliance with regulatory requirements, such as open space, impervious surface, buffering, setbacks, etc.

7) If RCM fails to construct and occupy the office space as described above within 60 months from the date of this Agreement, RCM will reimburse the City the $155,000 purchase price, plus all closing costs incurred by the City and up to $15,000 in demolition costs paid by the City. The total amount owed to the City under this paragraph shall bear interest at maximum interest rate allowed under law and shall accrue from the date the City paid the expense.

8) In any litigation arising out of or related to this Development Agreement, the prevailing party shall be entitled to reimbursement of reasonable attorney fees and costs, including fees and cost incurred in any appeal. Venue for any litigation related to or arising out of this Agreement or the Contract shall be in State Court, Volusia County, Florida and the parties specifically waive all Federal Court jurisdiction.

9) This Development Agreement can only be amended by a written document executed by all parties.

10) Time is of the essence in the performance of this Development Agreement.

11) This Agreement shall be recorded in the Public Records of Volusia County, Florida. It is mutually agreed to by the parties that the obligations of RCM shall be real covenants and shall run with the land described in attached Exhibit A and shall be bindings on the heirs, successors and assigns of RCM.

Attachment: Development Agreement for 421 Sixth Street (2013) (2021-R-90 : Transfer of Land in Exchange for Warehouse Rental Space Lease

CITY OF HOLLY HILL

BY: Jana McCroskey

TITLE: City Manager

DATE: 10/17/13

RCM PROPERTIES, LLC

BY: RCM

TITLE: Managing Member

DATE: 10/7/13

CITY OF HOLLY HILL
COMMUNITY REDEVELOPMENT AGENCY

BY: Jana McCroskey

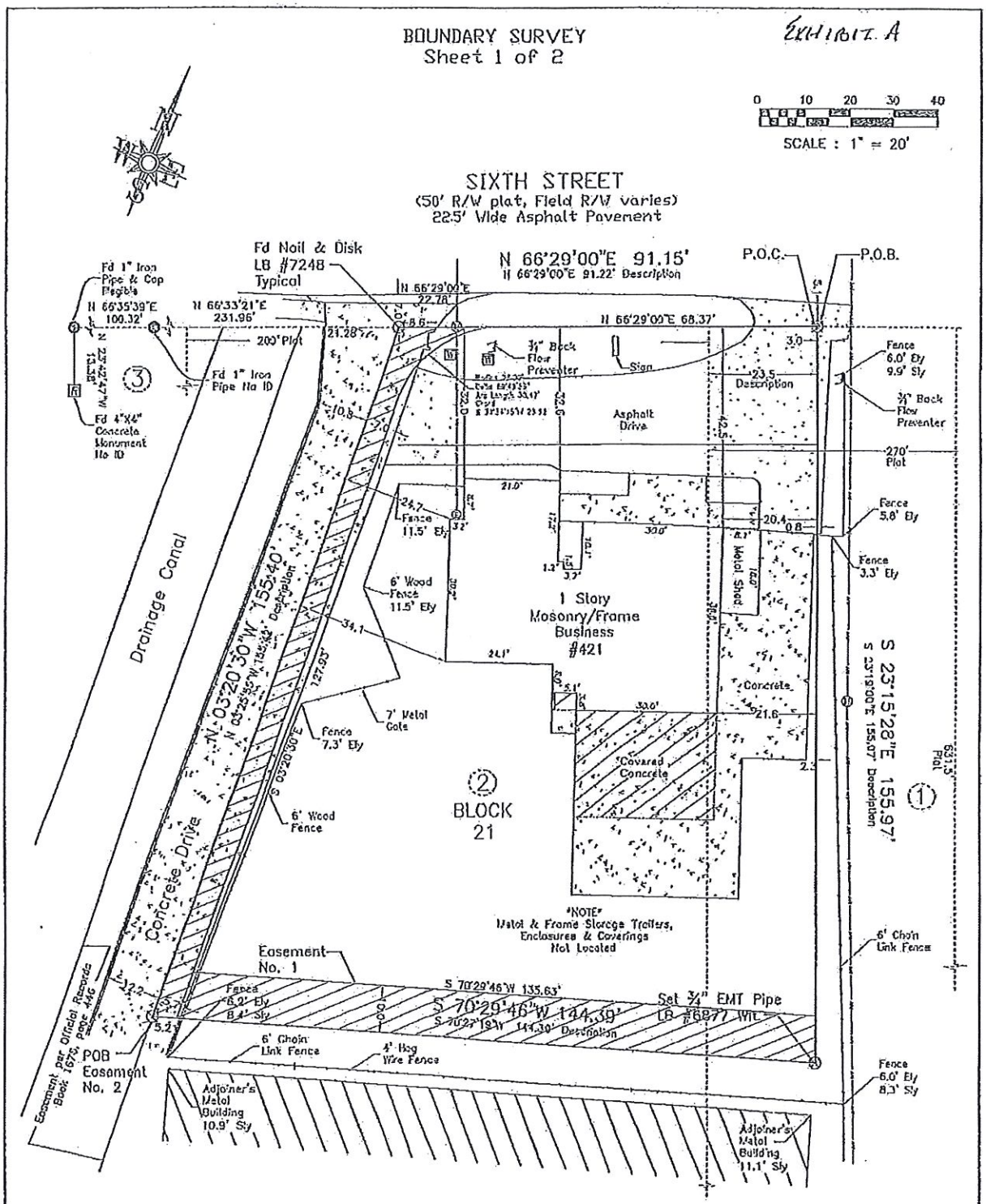
TITLE: City of Manager

DATE: 10/17/13

Attachment: Development Agreement for 421 Sixth Street (2013) (2021-R-90 : Transfer of Land in Exchange for Warehouse Rental Space Lease

BOUNDARY SURVEY
Sheet 1 of 2

EXHIBIT A



Revised 10-17-13: Created and added easements

(Not valid unless accompanied by sheet 2, Survey Report)

MYER LAND SURVEYING, INC.
LICENSED BUSINESS #6877
MICHAEL M. MYER #LS 4006
PROFESSIONAL LAND SURVEYOR
318 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
386 255-6304 Phone 386 255-6305 Fax

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1" = 20'		ALH	MMM	8/14/1

Job Number 13082 CRD #06195 FB 301 @ 8-9

Attachment: Development Agreement for 421 Sixth Street (2013) (2021-R-90 : Transfer of Land in Exchange for Warehouse Rental Space Lease

EXHIBIT "A"

SURVEY REPORT
Sheet 2 of 2

LEGAL DESCRIPTION:
A portion of Lots 1 and 2, Block 21, MASON and CARSWELL, according to the map thereof as recorded in Deed Book "0", page 312, Public Records of Volusia County, Florida, being more particularly described as follows: Commencing at the intersection of the easterly line of said Lot 2 and/or the westerly line of said Lot 1 with the southerly line of Sixth Street, a 50 foot street as now laid out and occupied; thence on a magnetic bearing of N66°29'E, along the said southerly line of Sixth Street, 23.5 feet to the Point of Beginning; thence S23°19'E, a distance of 155.97 feet; thence S70°27'19"W, a distance of 144.39 feet; thence N03°25'55"W, a distance of 155.42 feet to a point in a the southerly right of way of Sixth Street; thence N66°29'E along said southerly right of way a distance of 91.22 feet to the Point of Beginning.

LEGAL DESCRIPTION EASEMENT No. 1:
The southerly 10 feet of the following described property:
A portion of Lots 1 and 2, Block 21, MASON and CARSWELL, according to the map thereof as recorded in Deed Book "0", page 312, Public Records of Volusia County, Florida, being more particularly described as follows: Commencing at the intersection of the easterly line of said Lot 2 and/or the westerly line of said Lot 1 with the southerly line of Sixth Street, a 50 foot street as now laid out and occupied; thence on a magnetic bearing of N66°29'E, along the said southerly line of Sixth Street, 23.5 feet to the Point of Beginning; thence S23°19'E, a distance of 155.97 feet; thence S70°27'19"W, a distance of 144.39 feet; thence N03°25'55"W, a distance of 155.42 feet to a point in a the southerly right of way of Sixth Street; thence N66°29'E along said southerly right of way a distance of 91.22 feet to the Point of Beginning. This parcel contains 1426 square feet more or less.

LEGAL DESCRIPTION EASEMENT No. 2:
A portion of the following described property:
A portion of Lots 1 and 2, Block 21, MASON and CARSWELL, according to the map thereof as recorded in Deed Book "0", page 312, Public Records of Volusia County, Florida, being more particularly described as follows: Commencing at the intersection of the easterly line of said Lot 2 and/or the westerly line of said Lot 1 with the southerly line of Sixth Street, a 50 foot street as now laid out and occupied; thence on a magnetic bearing of N66°29'E, along the said southerly line of Sixth Street, 23.5 feet to the Point of Beginning; thence S23°19'E, a distance of 155.97 feet; thence S70°27'19"W, a distance of 144.39 feet; thence N03°25'55"W, a distance of 155.42 feet to a point in a the southerly right of way of Sixth Street; thence N66°29'E along said southerly right of way a distance of 91.22 feet to the Point of Beginning, and being more particularly described as follows: Beginning at the southwestedly corner of the above described parcel; thence N03°20'30"W along the westerly line thereof for a distance of 155.40 feet to an intersection with the northerly line of the previously described parcel; thence N66°29'00"E along the northerly line thereof for a distances of 22.78 feet to a point of cusp of a curve concave southeasterly and having a radius of 25.00 feet, a central angle of 69°49'56" and an arc length of 30.47 feet; thence southwesterly said curve 30.47 feet to the point of tangency; thence S03°20'30"E on a line 5.00 feet easterly of and parallel with the westerly line of the previously described parcel for a distance of 127.93 feet to an intersection with the southerly line of the previously described parcel; thence S70°29'46"W along the southerly line thereof for a distance of 5.21 feet to the Point of Beginning. This parcel contains 833 square feet more or less.

GENERAL NOTES:
1. Field survey completed 8/14/13. Easement descriptions created and added to the survey sketch 10-17-13.
2. Bearing basis description: N66°29'00"W along the southerly right-of-way of State Street.
3. Underground utilities were not located, except as shown.
4. No title search has been performed by or provided to MYER LAND SURVEYING, INC.
5. Dimensions shown are feet and decimals thereof.
6. Underground foundation, if any, not located.

GENERAL LEGEND:

A	Arc length	OR	Official Records
A/C	Air conditioning pad	P	Pool pump
A/U	Aerial utilities	PC	Point of curve
BM	Benchmark	PCC	Point of compound curve
C	Cable TV service	PCP	Permanent control point
CALC	Calculation	PKND	Parker Kraylon Nail & Disk
CB	Catch basin	POB	Point of beginning
CL	Centerline	POC	Point of commencement
CLF	Chain link fence	PP	Pinched pipe
CM	Concrete monument	PRC	Point of reverse curve
CMP	Corrugated metal pipe	PT	Point of tangent
CONC	Concrete	PVC	Polyvinyl chloride
CR	Cable riser	R	Radius
Δ	Delta	R&C	Rod and cap
DESC	Description	RCP	Reinforced Concrete Pipe
Ⓔ	Electric meter	REC	Recovered
E(LY)	East(erly)	RLS	Registered land surveyor
EMT	Electrical metal tubing	R/W	Right of Way
FD	Found	Ⓢ	Utility services
FFE	Finished Floor Elevation	S(LY)	South(erly)
FLD	Field	T	Telephone service
FPL	Florida Power and Light	TYP	Typical
FPLS	Florida Professional Land Surveyor	UG	Underground
Ⓖ	Gas meter	Ⓤ	Utility pole
IP	Iron pipe	Ⓥ	Valve
L	Light pole	Ⓦ	Water meter
LB	Licensed business	W(LY)	Westerly
N(LY)	North(erly)	WF	Wooden fence
N&D	Nail and disk		
NGVD	National Geodetic Vertical Datum		

(This Survey Report is not valid unless signed, embossed with signatory's seal and accompanied by Map of Boundary Survey, Job No. 13032-2)
MICHAEL M. MYER, PSM LS4006 (Copyright reserved)

Report and map of survey are exclusively prepared for the benefit of:
The City of Holly Hill
Jeffrey C. Sweet, Esq

13032-2 CRD 13032 Ref CRD 06195 FB 301, pp 8, 9

Attachment: Development Agreement for 421 Sixth Street (2013) (2021-R-90 : Transfer of Land in Exchange for Warehouse Rental Space Lease

City of Holly Hill
Stormwater Master Plan Update

Preliminary Construction Cost Estimate

Project 23

Item Number	Deficiency Description or Location 6th Steet Improvements	Proposed Retrofit Improvements				
		Item Description	Quantity	Unit	Unit Cost	Amount
1	Construction activities					
	- Site preparation	Clearing and grubbing	1	LS	$15,000.00	$15,000.00
	- Site preparation	Dewatering	1	LS	$7,500.00	$7,500.00
	- Construction management	Maintenance of traffic, signage	1	LS	$7,500.00	$7,500.00
	- Storm Pipe	18 inch Pipe	250	LF	$54.00	$13,500.00
	- Storm Pipe	24 inch Pipe	480	LF	$66.00	$31,680.00
	- Storm Pipe	36 inch Pipe	630	LF	$108.00	$68,040.00
	- Jack & Bore	36-inch in 54-inch casing	140	LF	$300.00	$42,000.00
	- Drainage Structure	Type "C" with grate (<10' deep)	12	EA	$2,400.00	$28,800.00
	- Utility Adjustments	Estimated Utility Relocation Costs	1	LS	$120,000.00	$120,000.00
	- Right-of-way restoration	Sodding, landscaping, etc.	1	LS	$180,000.00	$180,000.00

Qualifications (if applicable)

1. Utility relocations are not included.
2. Costs of drainage easement acquisition (if required) are not included.

SUB-TOTAL		$514,020.00
- Mobilization @	5%	$25,701.00
- Contingencies @	10%	$51,402.00
SUB-TOTAL OF CONSTRUCTION COST		$591,123.00
- Engineering Design & Permitting	@5.5%=>	$32,511.77
- Subconsultants	@2% =>	$11,822.46
- Constr Admin and Inspection	@6% =>	$35,467.38
TOTAL PROJECT COST		$670,925

Attachment: Project 23 Stormwater Master Plan (2021-R-90 : Transfer of Land in Exchange for Warehouse Rental Space Lease Agreement)

Attachment: Project 23 Stormwater Master Plan (2021-R-90 : Transfer of Land in Exchange for Warehouse Rental Space Lease Agreement)

5.4.4 Project 24 – 8th Street Area

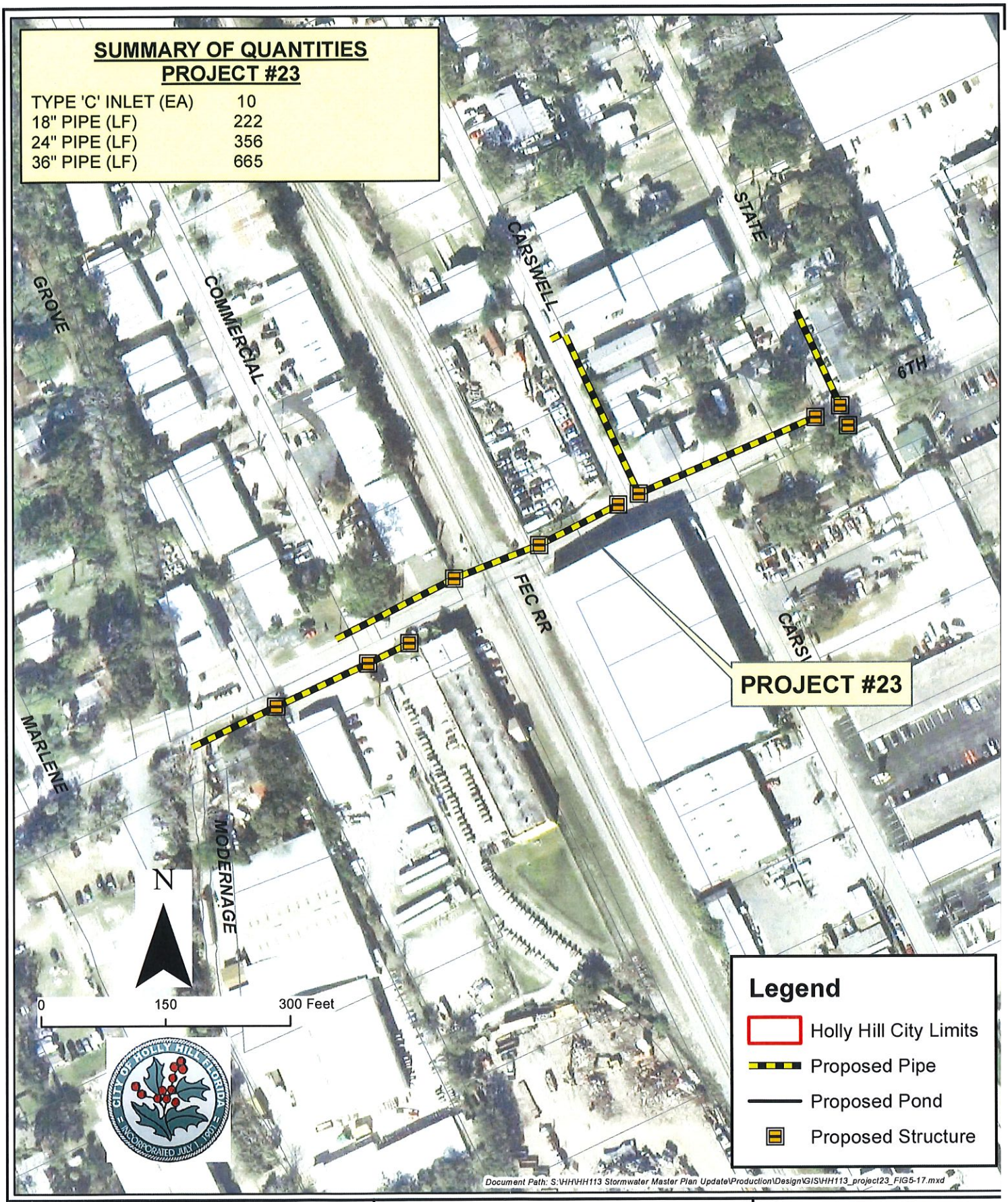
Additional conveyance capacity is recommended for 8th Street from Ridgewood Avenue to the Southeast canal. A 24 inch pipe is recommended to be constructed from Ridgewood to Carswell Avenue. The existing 18 inch and 24" x 35" pipes should remain in place. From Carswell Avenue, it is recommended that a 36 inch pipe replace the existing 18 inch on the north side of 8th Street. The 36 inch pipe is recommended to continue west under the railroad track to the Southeast canal to supplement the existing pipe on the south side of 8th Street. **Figure 5.18** is a conceptual plan depicting the recommended improvements for the surrounding area along 8th Street.

Any excess runoff will be discharged into the Southeast Canal where it currently discharges. This project will provide relief for the roadway with the new pipes.

Conceptual level cost estimates follow this page. An estimate of stage reduction with the implementation of this project can be seen in Table 5.11.

TABLE 5.11
CITY OF HOLLY HILL, FLORIDA
PROJECT 24 – 8TH STREET AREA

Local Node Peak Stages		Mean Annual		25 Year	
Node	Location	PRE	POST	PRE	POST
S040-010	8th Street near Railroad Tracks	4.93	4.13	5.5	5.22
S040-020	8th Street at Carswell Ave	4.93	4.13	5.5	5.22
S001-040U	8th Street Culvert	4.53	4.1	5.26	4.96



QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
FAX: 386.761.3977
P.O. DRAWER 290247 PORT ORANGE, FL 32129-0247
PHONE: 386.761.6810

CITY OF HOLLY HILL
STORMWATER
MASTER PLAN UPDATE 2014

FIGURE 5.17

PROJECT 23

Attachment: Project 23 Stormwater Master Plan (2021-R-90 : Transfer of Land in Exchange for Warehouse Rental Space Lease Agreement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: October 26, 2021
FROM: Stella Gurnee
SUBJECT: A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating Project Carry Over Funds for the Purchase of a Fire Truck from the Fiscal Year 2020-2021 to the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-91
APPLICANT:
PLANNER:

DISCUSSION:

In Fiscal year 2021 The City of Holly Hill issued a Project budget to establish a reserve for the purchase of a Fire truck in Fiscal year 2022. The balance in this reserve is $241,000. In the fiscal year 2022 project budget an additional $75,905 was appropriated. The total project budget is $316,905. The purchase cost of the Fire truck is $515,226.

Florida statue 166.241 (2) states "...a municipal government may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget." Therefore, an additional $198,321 is needed to fund the Fire truck purchase. Staff is recommending that this amount be funded from FY2021 General Fund contingency reserve and carried over into fiscal year 2022. This Resolution will carryover budget funds into the new fiscal year to fund the Purchase.

FISCAL ANALYSIS:

There are sufficient funds for this request. All fund balances reserve requirements are at the appropriate level.

STAFF RECOMMENDATION:

Approve Resolution as submitted by staff.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING PROJECT CARRY OVER FUNDS AND RESERVE FUNDS FROM THE FISCAL YEAR 2020-2021 TO THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES.

ATTACHMENTS:

- EXHIBIT A-BUDGET RESOLUTION FIRE TRUCK FY2022 (PDF)

Resolution No. 2021-91

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING PROJECT CARRY OVER FUNDS FOR THE PURCHASE OF A FIRE TRUCK FROM THE FISCAL YEAR 2020-2021 TO THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN PROJECT CARRY OVER FUNDS AND RESERVE FUNDS FROM THE FISCAL YEAR 2020-2021 TO THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has certain projects initiated prior to the fiscal year commencing October 1, 2021, which remain incomplete and will carryover from fiscal year 2021-2022 into the ensuing fiscal year; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover and reserve funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. BUDGET AMENDMENT. The project funds and reserve funds are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2021-2022 budget.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the

current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of OCTOBER, 2021.

Exhibit "A"

FY 2021 - 2022 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2020 - 2021	REVENUE	EXPENSE
001 - GENERAL FUND	**$ 198,321**	**$ 198,321**
301 - GENERAL CAPITAL PROJECTS	$ 439,321	$ 439,321
TOTAL ALL FUNDS	**$ 637,642**	**$ 637,642**

Attachment: EXHIBIT A-BUDGET RESOLUTION FIRE TRUCK FY2022 (2021-R-91 : Budget Resolution to Carry Over Funds from FY20-21 to

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: October 26, 2021
FROM: Joseph Forte
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Approval of a Purchase of One (1) E-One Typhoon Fire Pumper and Related Equipment from Hall-Mark RTC Located at 725 S.W. 46Th Avenue, Ocala, FL, 34474, Using the Orange County Contract No. Y20-1023-MV Fire Apparatus; and a Sole Source Procurement; Declaring Certain Vehicles to be Surplus Property; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-92
APPLICANT:
PLANNER:

DISCUSSION:

The Holly Hill Fire Department currently has (2001) (Pierce) reserve fire engine along with a (2013) (E-One) front line fire engine. The City has been replacing fire apparatus every 10 years allowing for a front line engine to be no older than 10 years and a reserve engine to be no older than 20 years. It is time to have the front line engine moved to reserve status and purchase a new front line engine. The Fire Department is requesting to purchase one (1) E-One Typhoon Fire Pumper from the authorized dealer Hall-Mark RTC located at 725 S.W. 46th Avenue, Ocala Florida 34474. This vehicle is being purchased from the Orange County contract #Y20-1023-MV Fire Apparatus (attached). The Fire Engine would be delivered after January 2023.

The Orange County contract had established pricing as a firm price for the initial one year period for 2020. All percentage discounts shall remain firm for the entire contract period. Manufacturer's List Price, which increases annually, shall be in the form of one fixed (across the board) discount off current manufacturer's list price only. The contractual discount off all MSRP parts including the engine is (-10%).

The current agreed upon price for the 2023 Typhoon Pumper is $515,226. New pricing effective October 15, 2021will increase the price of this pumper to $535,834.

FISCAL ANALYSIS: Funds have been appropriated in the 2021/22 budget in the amount of $515,225.40. There is an additional 2% discount for any amount paid in advance.

STAFF RECOMMENDATION:

COMMISSION GOAL: #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector

partnerships, and utilization of technologies and proven innovations.

MOTION: Approve the purchase of a 2023 E-One Typhoon Pumper and authorize the City Manager to execute all applicable documents.

ATTACHMENTS:

- Orange County Contract Fire Apparatus Y20-1023-MV (PDF)
- E-One bid for Orange County Contract Y20-1023-MV (PDF)

Resolution No. 2021-92

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE APPROVAL OF A PURCHASE OF ONE (1) E-ONE TYPHOON FIRE PUMPER AND RELATED EQUIPMENT FROM HALL-MARK RTC LOCATED AT 725 S.W. 46TH AVENUE, OCALA, FL, 34474, USING THE ORANGE COUNTY CONTRACT NO. Y20-1023-MV FIRE APPARATUS; AND A SOLE SOURCE PROCUREMENT; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE APPROVAL OF A PURCHASE OF ONE (1) E-ONE TYPHOON FIRE PUMPER AND RELATED EQUIPMENT FROM HALL-MARK RTC LOCATED at 725 S.W. 46th AVENUE, OCALA FLORIDA 34474, USING THE ORANGE COUNTY CONTRACT #Y20-1023-MV FIRE APPARATUS; AND A SOLE SOURCE PROCUREMENT; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace the reserve 2001 Pierce Fire Pumper, which has been determined to have exceeded all criteria for replacement by moving the 2013 E-One pumper to the reserve status and purchasing a new 2023 E-One Typhoon Pumper as the front line engine; and

WHEREAS, in the city's Purchasing Policy Manual, POLICY 2.39 Other Government Entities' Contracts, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids; and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Holly Hill and the general public to purchase one (1) E-One Typhoon Pumper from Hall-Mark RTC located at 725 S.W. 46th Avenue, Ocala Florida 34474, in the amount of $515,226, under the Orange County contract #Y20-1023-MV Fire Apparatus; and

WHEREAS, the City's staff recommends the purchase of various firefighting tools and equipment to the affixed to the new truck, which are included in the total purchase price; and

WHEREAS, Hall-Mark RTC is the sole source supplier of E-One parts and services compatible with E-One vehicles, and therefore, the equipment purchase is a sole source procurement pursuant to the city's Purchasing Policy Manual, Section F - Sole Source and

Standardization Procurement, Policy 2.25 Exemption From Bidding Procedure Sole Source and Standardization; and

WHEREAS, it is recommended that city vehicle, 2001 Pierce Pumper, be declared surplus property immediately following the delivery of the new Typhoon Pumper and disposed of in accordance with law; and

WHEREAS, the City Manager has certified that funds in the amount of $515,226 for the total purchase thereof, are in the Vehicle and Equipment Replacement Fund, which is provided for in the accompanying Budget Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission hereby approves the purchase of a 2023 E-One Typhoon Pumper and related equipment from Hall-Mark RTC located at 725 S.W. 46th Avenue, Ocala Florida 34474 in the total amount of $515,226 (a copy of the proposal being attached hereto and incorporated herein by reference).

SECTION 2. The City Commission hereby declares the 2001 Pierce Pumper to be surplus property, and the appropriate city staff members are hereby further authorized and directed to dispose of said vehicle through competitive sealed process or public auction to be held in accordance with applicable law.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of OCT

ORANGE COUNTY, FLORIDA *Procurement Division*

CONTRACT NO. Y20-1023-MV
FIRE APPARATUS

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

   A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

   Orange County Fire Rescue
   4400 Vineland Rd, Orlando, FL 32811
   Attention: Sourcing Coordinator
   Phone: (407) 836-8238

   B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y20-1023-MV, FIRE APPARATUS - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

REV RTC Inc. dba Hall-Mark RTC
(COMPANY NAME)

BY: _____ (Authorized Signatory)

Jay Johnson (Name)

VP / General Manager (Title)

DATE: _____

NOTICES: 725 SW 46th Avenue (Address)

_____ (Address)

Ocala, FL 43374 (City, State Zip)

352-629-6305 (Phone)

jjohnson@e-one.com (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award

A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y20-1023-MV, FIRE APPARATUS - Term Contract**.

B. This contract is effective **SEPTEMBER 1, 2020** and shall remain in effect through **AUGUST 31, 2025.**

C. The estimated contract award for the initial term of the contract is **$48,970,000**.

D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.

E. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

F. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Zulay Millan, Assistant Manager
Procurement Division

DATE: 8/6/2020

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

BID RESPONSE FORM

IFB #Y20-1023-MV

The Contractor shall provide all labor and other resources necessary to provide E-ONE equipment, parts and services ONLY in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. **This is a brand specific contract and no other brands or equivalents will be allowed. For all non-stock parts purchases, markup shall be based on E-ONE Manufacturer's List Price.**

Note: The percentage mark-up or mark-down from E-One Manufacturer's List Price shall be indicated by checking the applicable box. Failure to indicate will deem the bid non-responsive.

EXAMPLE: ESTIMATED DOLLAR AMOUNT $100,000 - 10% MARK-DOWN ($10,000) = $90,000

+ 10% MARK-UP ($10,000) = $110,000

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL DOLLAR ($) AMOUNT	MINUS OR PLUS (check one box per line item)	PERCENTAGE (%) DISCOUNT FROM MSRP	=	TOTAL ESTIMATED ANNUAL BID
	FIRE APPARATUS					
1	Commercial Chassis Pumpers and Tankers	**$100,000**	Mark up ☑ or Mark down ☐	+3 %	=	$ 103,000.00
2	Custom Chassis Pumpers and Tankers	**$4,700.000**	Mark up ☐ or Mark down ☑	-10 %	=	$ 4,230,000.00
3	Mini Pumpers	**$100,000**	Mark up ☑ or Mark down ☐	+6 %	=	$ 106,000.00
4	Woods Fire Fighting Apparatus	**$100,000**	Mark up ☑ or Mark down ☐	+6 %	=	$ 106,000.00

REV RTC Inc. dba Hall-Mark RTC
Company Name

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL DOLLAR ($) AMOUNT	MINUS OR PLUS (check one box per line item)	PERCENTAGE (%) DISCOUNT FROM MSRP	=	TOTAL ESTIMATED ANNUAL BID
			Mark up ☑			
5	Commercial Chassis Rescues	$100,000.00	or Mark down ☐	+3 %	=	$ 103,000.00
			Mark up ☐			
6	Custom Chassis Rescue	$100,000.00	or Mark down ☑	-10 %	=	$ 90,000.00
			Mark up ☐			
7	Aerial Ladders and Platform	$1,300,000.00	or Mark down ☑	-10 %	=	$ 1,170,000.00
			Mark up ☐			
8	Mid-Mount Platform	$1,500,000.00	or Mark down ☑	-3 %	=	$ 1,455,000.00
			Mark up ☑			
9	Specialty Units	$1,300,000.00	or Mark down ☐	+10 %	=	$ 1,430,000.00
			Mark up ☐			
10	Refurbishment of Fire Apparatus	$200,000.00	or Mark down ☐	0 %	=	$ 200,000.00
			Mark up ☐			
11	Equipment/Accessories, FOB Destination	$100,000.00	or Mark down ☐	+14 Plus Freight %	=	$ 114,000.00
	Parts, FOB Destination		Mark up ☐			
12	For all non-stock parts purchases, markup shall be based on E-One Manufacturer's List Price	$200,000.00	or Mark down ☐	+20 Plus Freight %	=	$ 240,000.00

REV RTC Inc. dba Hall-Mark RTC
Company Name

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

	OTHER SERVICES	ESTIMATED ANNUAL QUANTITY	X	UNIT PRICE (HOURLY)	=	TOTAL ESTIMATED ANNUAL BID
13	3rd Party OEM Authorized Dealer for Engine Repairs, Aerial Ladder and Pump Testing and/or repairs, Suspension Repairs, Warranty Repairs, and Diagnostics	$100,000	X	$ 55.00	=	$ 55,000.00
14	Non-Warranty Labor at Factory Location	1,000 hours	X	$ 95.00	=	$ 95,000.00
15	Non-Warranty Labor at Orange County and/or Contractor/Factory	3,000 hours	X	$ 99.00	=	$ 297,000.00
	TOTAL ESTIMATED ANNUAL BID (LINES 1 THROUGH 15)				=	$ 9,794,000.00
					X 5	(FIVE YEARS)
	TOTAL BID FOR FIVE (5) YEARS				=	$ 48,970,000.00

REV RTC Inc. dba Hall-Mark RTC
Company Name

Parts/Service Availability (ARO):

Parts 24 hours 365 calendar days, Service 24 hours 365 calendar days

Nearest Parts/Service Location: 725 SW 46th Ave. Ocala, FL 34474

List contact person/telephone number for service facility:
George Scott (352) 629-6305

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a *counteroffer to the County's bid.*

Delivery shall be per Special Terms and Conditions #7 After Receipt of Order (ARO). Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: REV RTC Inc. dba Hall-Mark RTC

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 47-4454880 D-U-N-S® # 961941494

725	SW 46th Avenue	Ocala
(Street No. or P.O. Box Number)	(Street Name)	(City)

Marion	FL	34474
(County)	(State)	(Zip Code)

Contact Person: Nate Gilman

Phone Number: (321) 303-3970 Fax Number: (352) 629-2018

Email Address: Nate.Gilman@revrtc.com

EMERGENCY CONTACT

Emergency Contact Person: George Scott

Telephone Number: 800-524-6072 Cell Phone Number: 352-572-2575

Residence Telephone Number: 352-572-2575 Email: george.scott@revrtc.com

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. 1, Date MAY 6 2020 Addendum No. _____, Date _____

Addendum No. 2, Date MAY 22 2020 Addendum No. _____, Date _____

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Jay Johnson	VP/General Manager	(352) 629-6305 jjohnson@e-one.com

(Signature) 22 MAY 2020 (Date)

VP / General Manager
(Title)

REV RTC Inc. dba Hall-Mark RTC
(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit

____ Joint Venture* __X__ Corporation

State of Incorporation: Delaware

Principal Place of Business (Florida Statute Chapter 607): Ocala / Marion / Florida
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 47-4454880

* *Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project.* ***If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.*** *Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

May 22, 2020
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y20-1023-MV; ADDENDUM # 2

FIRE APPARATUS

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by **underlining** and deletions via ~~strikethrough~~.

A. Changes

1. **The Deadline for Responding to this Invitation for Bids is hereby changed from ~~Thursday, May 28, 2020~~ to Thursday, June 4, 2020 at 4:00 PM.**

2. **The Public Opening of all responses to this Invitation for Bids is hereby changed from ~~Friday, May 29, 2020~~ to Friday, June 5, 2020 at 9:30 AM.**

3. **Page 21, Special Terms and Conditions, item 7. DELIVERY is deleted in its entirety and replaced herein.**

~~**7. DELIVERY**~~
~~Delivery time is of the essence in the award of this Invitation for Bids. Delivery shall be no later than **the delivery times stated below**. Bids submitted which fail to meet this requirement shall be cause for rejection.~~
~~It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract. Delivery times are Monday through Friday, 7:30 am. 3:00 p.m. (Local Time). Contact County Representative or designee for delivery arrangements.~~

~~**E-One Apparatus Delivery**~~
~~• Commercial Chassis Pumpers and Tankers, 150 days after receipt of chassis.~~

~~• Custom Chassis Pumpers and Tankers, 270 days after receipt of delivery order.~~

~~• Mini Pumpers, 150 days after receipt of chassis.~~

~~• Woods Fire Fighting Apparatus, 150 days after receipt of chassis.~~

~~• Commercial Chassis Rescues, 150 days after receipt of delivery order.~~

~~• Custom Chassis Rescue, 330 days after receipt of delivery order.~~

~~• Aerial Ladders and Platforms, 270 days after receipt of delivery order.~~
~~• Specialty Units, 360 days after receipt of delivery order.~~

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

~~• Tradition Series, 270 days after receipt of delivery order.~~

~~On an annual basis, apparatus delivery terms may be reviewed and adjusted as mutually agreed upon by the CONTRACTOR and the COUNTY.~~

7. DELIVERY

Delivery time is of the essence in the award of this Invitation for Bids. Delivery shall be no later than **the delivery times stated below**. Bids submitted which fail to meet this requirement shall be cause for rejection.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract. Delivery times are Monday through Friday, 7:30 am.-3:00 p.m. (Local Time). Contact County Representative or designee for delivery arrangements.

E-One Apparatus Delivery

- Commercial Chassis Pumpers and Tankers, 150 days after receipt of chassis and approval of County Representative or designee.
- Custom Chassis Pumpers and Tankers, 270 days after receipt of delivery order and approval of County Representative or designee.
- Mini Pumpers, 150 days after receipt of chassis and approval of County Representative or designee.
- Woods Fire Fighting Apparatus, 150 days after receipt of chassis and approval of County Representative or designee.
- Commercial Chassis Rescues, 150 days after receipt of delivery order and approval of County Representative or designee.
- Custom Chassis Rescue, 330 days after receipt of delivery order and approval of County Representative or designee.
- Aerial Ladders and Platforms, 270 days after receipt of delivery order and approval of County Representative or designee.
- Mid-Mount Platform, 270 days after receipt of delivery order and approval of County Representative or designee.
- Specialty Units, 360 days after receipt of delivery order and approval of County Representative or designee.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

On an annual basis, apparatus delivery terms may be reviewed and adjusted as mutually agreed upon by the CONTRACTOR and the COUNTY.

4. Pages 41-43, Qualification of Bidders, Bid Package Requirements is deleted in its entirety and replaced with Qualifications of Bidders pages 41A-43A. See pages 41A-43A of this Addendum #2.

5. Pages 44-46, Bid Response Form is deleted in its entirety and replaced with Bid Response Form pages 44A-46A. See pages 44A-46A of this Addendum #2.

B. Questions and Answers

a. Question - Will there be any changes to the specifications and terms and conditions to allow for other vendors to participate?

Answer – No. All interested vendors shall be certified by E-One. See page 36, Scope of Services, E-One Apparatus. All E-One apparatus provided by the Contractor shall meet the minimum requirements of the National Fire Protection Association (NFPA) as stated in NFPA Pamphlet 1901 or the most current NFPA for Pumper, Aerial, Tanker and Specialty Fire Apparatus and of the National Fire Protection Association (NFPA) as stated in NFPA Pamphlet 1906 or the most current NFPA for Woods Fire Apparatus.

Contractor's authorized facility shall have the shop capacity of fifteen (15) indoor service bays at a minimum that can house E-One Pumpers, Tankers, Brush Trucks, Aerial Platforms, Mid-Mount Platforms, Specialty Apparatus, etc.

b. Question – Delivery (Page 22): We are meeting most of the delivery times noted with a few exceptions and clarifications as to when the delivery time frame will start. For example, you have asked for a Custom pumper to be delivered in 270 days after receipt of a delivery order. We can confirm a 270 day delivery after the order is released. By me saying "order is released" it means a prebuild and drawings have been completed and both Orange County and E-ONE knows exactly what is going to be built. This allows me to be able to accept the liquidated damages referred to in a different section of the bid.
Answer- The timeline for delivery shall commence upon the mutual agreement between both parties after the pre-build meeting and drawings have been completed and approved by Orange County. Please see **A. Changes, Item 3 of this Addendum #2.**

c. Question – Delivery (Page 22): You have referenced a Tradition Series of Apparatus. The name of Tradition series has changed to VM8.
Answer- Traditions Series has been removed. Please see **A. Changes, Item 3 of this Addendum #2.**

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

d. Question - Pricing (Page 45): You have referenced in Item No. 7 Aerial Ladders and Platform. This category has a specific mark up. There is another category not listed which has a different mark up. This category is Mid-Mount Platform. Can I add a separate line at the end and address the Mid-Mount Platform there?
Answer- Mid-Mount Platform has been added to this Invitation for Bid. **Please see A. Changes Item 4 and 5 of this Addendum #2.**

See page 39, Important Note.

IMPORTANT NOTE:
Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.**
(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)

Bidders are cautioned, when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

C. ACKNOWLEDGEMENT OF ADDENDA

a. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
b. All other terms and conditions of the IFB remain the same.
c. Receipt acknowledge by:

_____ _____
Authorized Signature Date

_____
Title

_____
Name of Firm

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

QUALIFICATION OF BIDDERS

BID PACKAGE REQUIREMENTS:

- In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

- Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

- If submitting via mail or hand delivery, Bidders must submit one (1) original, two (2) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.

- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

[ ] 1. Reference Documentation Form
(Required)

Bidder shall complete the attached Reference Documentation Form. References shall be for clients who contracted with the bidder similar **in scope**

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

and magnitude for the Fire Apparatus purchase, service repairs, parts and equipment satisfactorily completed and shall validate the following capabilities and experience:

1. Services and repairs, maintenance of a minimum of fifteen (15) emergency vehicles simultaneously at large commercial or government entities.
(Required)

[ ] **2.** Bidder shall provide a statement on company letterhead confirming the Contractor has the shop capacity of fifteen (15) indoor service bays at a minimum that can house E-One Pumpers, Tankers, Brush Trucks, Aerial Platforms, Specialty Apparatus, etc.
(Required)

[ ] **3.** Bidder shall provide a statement on company letterhead confirming the Contractor has a minimum of (6) mobile service repair trucks that can handle on-call and on-site service calls for warranty and non-warranty work.
(Required)

[ ] **4.** Provide a list of Certified Emergency Vehicle Technicians from Emergency Vehicle Technical Support, Inc. (EVT) dedicated to work on Orange County Fire Rescue account by Name and title, contemplated to perform the work. Provide copies of all certifications.
(Required)

[ ] **5.** A statement on company letterhead confirming the Vendor's capability (including On-site based OEM level diagnostic computers and access to OEM level diagnostic manuals) to perform repairs, including but not limited to All Emergency One (E-One) Apparatus.
(Required)

[ ] **6.** Provide a statement on company's letterhead confirming the Contractor has an on-hands applicable parts inventory minimum of $3 Million.
(Required)

[ ] **7.** Provide a statement on company letterhead confirming the Contractor is an OEM authorized dealer and capable to repair and provide parts for any Emergency One (E-One) Pumpers, Tankers, Brush Trucks, Aerial Platforms, Mid-Mount Platforms, Specialty Apparatus, etc.
(Required)

[ ] **8.** Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein.
(Required)

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

[ ] **9.** Bid Response Form
(Required)

[ ] **10.** Acknowledgement of Addenda
(Required if Applicable)

[ ] **11.** Authorized Signatories/Negotiators
(Required)

[ ] **12.** Drug-Free Workplace
(Required)

[ ] **13.** Schedule of Sub-contracting
(Required if Applicable)

[ ] **14.** Conflict/Non-Conflict of Interest Form
(Required)

[ ] **15.** E-Verification Certification
(Required)

[ ] **16.** Current W9
(Required)

[ ] **17.** Relationship Disclosure Form
(Required to be Submitted and Notarized)

[ ] **18.** Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)

[ ] **19.** Agent Authorization Form
(Submit if Applicable)

[ ] **20.** Leased Employee Affidavit
(Submit if Applicable)

[ ] **21.** Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)

[ ] **22.** Contract **Y20-1023-MV**, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

Failure to submit the above requested information may be cause for rejection of your bid.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

BID RESPONSE FORM

IFB #Y20-1023-MV

The Contractor shall provide all labor and other resources necessary to provide E-ONE equipment, parts and services ONLY in strict accordance with the specification defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. **This is a brand specific contrac and no other brands or equivalents will be allowed. For all non-stock parts purchases, markup shall be based on E-ONE Manufacturer's List Price.**

Note: The percentage mark-up or mark-down from E-One Manufacturer's List Price shall be indicated by checking the applicabl box. Failure to indicate will deem the bid non-responsive.

EXAMPLE: ESTIMATED DOLLAR AMOUNT $100,000 - 10% MARK-DOWN ($10,000) = $90,000

+ 10% MARK-UP ($10,000) = $110,000

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL DOLLAR ($) AMOUNT	MINUS OR PLUS (check one box per line item)	PERCENTAGE (%) DISCOUNT FROM MSRP	=	TOTAL ESTIMATI ANNUAL B
	FIRE APPARATUS					
1	Commercial Chassis Pumpers and Tankers	**$100,000**	**Mark up ☐ or Mark down ☐**	_____%	=	$_____
2	Custom Chassis Pumpers and Tankers	**$4,700.000**	**Mark up ☐ or Mark down ☐**	_____%	=	$_____
3	Mini Pumpers	**$100,000**	**Mark up ☐ or Mark down ☐**	_____%	=	$_____
4	Woods Fire Fighting Apparatus	**$100,000**	**Mark up ☐ or Mark down ☐**	_____%	=	$_____

_____
Company Name

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL DOLLAR ($) AMOUNT	MINUS OR PLUS (check one box per line item)	PERCENTAGE (%) DISCOUNT FROM MSRP	=	TOTAL ESTIMATEI ANNUAL BI
5	Commercial Chassis Rescues	**$100,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
6	Custom Chassis Rescue	**$100,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
7	Aerial Ladders and Platform	**$1,300,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
8	Mid-Mount Platform	**$1,500,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
9	Specialty Units	**$1,300,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
10	Refurbishment of Fire Apparatus	**$200,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
11	Equipment/Accessories, FOB Destination	**$100,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
12	Parts, FOB Destination For all non-stock parts purchases, markup shall be based on E-One Manufacturer's List Price	**$200,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____

_____
Company Name

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

	OTHER SERVICES	ESTIMATED ANNUAL QUANTITY	X	UNIT PRICE (HOURLY)	=	TOTAL ESTIMATED ANNUAL BID
13	3rd Party OEM Authorized Dealer for Engine Repairs, Aerial Ladder and Pump Testing and/or repairs, Suspension Repairs, Warranty Repairs, and Diagnostics	$100,000	X	$_____	=	$_____
14	Non-Warranty Labor at Factory Location	1,000 hours	X	$_____	=	$_____
15	Non-Warranty Labor at Orange County and/or Contractor/Factory	3,000 hours	X	$_____	=	$_____
	TOTAL ESTIMATED ANNUAL BID (LINES 1 THROUGH 15)				=	$_____
					X 5	**(FIVE YEARS)**
	TOTAL BID FOR FIVE (5) YEARS				=	$_____

_____
Company Name

Parts/Service Availability (ARO):

Parts _____ hours _____ calendar days, Service _____hours _____calendar days

Nearest Parts/Service Location: _____

List contact person/telephone number for service facility:

_____

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those liste in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard form shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Delivery shall be per Special Terms and Conditions #7 After Receipt of Order (ARO). Inquiries regarding this Invitation for Bids may be directed to Melis Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

MAY 6, 2020
ORANGE COUNTY, FLORIDA

INVITATION FOR BIDS
Y20-1023, FIRE APPARATUS
ADDENDUM NO. 1

This Addendum is hereby incorporated into the documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents.

A. THE DEADLINE FOR RESPONDING TO THIS INVITATION FOR BIDS IS CHANGED TO THURSDAY, MAY 28, 2020 AT 4:00PM EST.

IMPORTANT NOTICE:

ELECTRONIC SUBMISSIONS WILL BE ACCEPTED BY THE COUNTY

1. **Firms are strongly encouraged to submit responses to this Invitation for Bids electronically.**

2. **Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions shall be made through the Negometrix platform.**

B. A PUBLIC OPENING OF ALL RESPONSES TO THIS INVITATION FOR BIDS WILL BE HELD ON FRIDAY, MAY 29, 2020.

1. For a list of all procurement public meeting notices visit the following link:

   http://apps.ocfl.net/OrangeBids/Procurement/default.asp

C. ACKNOWLEDGEMENT OF ADDENDA

Y20-1023, Fire Apparatus

1. The firm shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the deadline for responding indicated above.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

2. All other terms and conditions of the Invitation for Bids remain the same.

3. Receipt acknowledged by:

_____ _____

Authorized Signature Date

_____

Title

_____

Name of Firm

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Issue Date: April 28, 2020

ORANGE COUNTY FLORIDA
PROCUREMENT DIVISION

NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

INVITATION FOR BIDS #Y20-1023-MV, FIRE APPARATUS TERM CONTRACT

Copies of the Invitation for Bids (IFB) documents may be obtained from the Orange County Procurement Division by phoning (407) 836-5635 or by download at: https://app.negometrix.com/buyer/691

BID SUBMISSION DUE DATE:
In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers.

To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

Sealed bid offers for furnishing the above will be accepted up to **5:00 PM (local time), Thursday, May 28, 2020,** via the electronic portal referenced above, or at the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Bids delivered via mail or hand delivery shall contain an **original**, **two (2) hard copies and one (1) electronic copy on a USB Flash Drive.**

NOTICE TO BIDDERS:
To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Melisa Vergara, Contracting Agent at Melisa.Vergara@ocfl.net.

QUESTIONS:
All questions or concerns regarding this Invitation for Bids shall be submitted by email to Melisa.Vergara@ocfl.net, no later than 5:00 PM **Friday, May 15, 2020** to the attention of Melisa Vergara, Procurement Division, referencing the IFB number.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

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Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and submitted via the electronic submittal portal, or sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

Bids may be submitted via the electronic submission portal at: **https://app.negometrix.com/buyer/691**, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

If submitting via mail or in person, bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to the Procurement Division representative specified on the cover page of this Invitation for Bids. Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question specified on the cover page of this Invitation for Bids.

When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders.

Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. PRICE/DELIVERY

Price(s) bid must be the price(s) for new goods, unless otherwise specified. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Orange County after the Manager, Procurement Division or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be performed during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor shall be required to compensate the County for the difference in price paid for the alternate goods. The Contractor shall be responsible for making any and all claims against carriers for missing or damage goods. Partial shipments will be acceptable unless otherwise stated.

4. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

5. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

6. BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate good or service is or is not equal shall be made solely by the County and such determination shall be final and binding upon all bidders. The County reserves the right to request and review additional information to make such a determination.

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

7. NO BID

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

8. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

9. LEGAL REQUIREMENTS

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

10. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.

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11. GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

12. JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

13. ATTORNEYS' FEES AND COSTS

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

14. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the County for any terms and conditions not specifically stated in this Invitation for Bids.

15. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

16. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Orange County, Florida, or other specified funding source for this procurement.

17. NON-DISCRIMINATION

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

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1. The Contractor shall adopt and maintain, or provide evidence to the County that Contractor has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Contractor agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Contractor agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

18. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: http://apps.ocfl.net/orangebids/bidresults/results.asp or upon notice of intended action, whichever is sooner.

19. BID FORMS

All bids shall be submitted on the County's standard Bid Response Form. Modification of the Bid Response Form herein or submission of Bids on Bidder's quotation forms shall not be accepted and shall be deemed non-responsive.

20. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

21. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
  http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx

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A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award. The County may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
  http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

22. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

23. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

24. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

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25. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

26. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

27. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

28. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code.** This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the contracting agent identified in the applicable solicitation.

B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of Orange County, Florida. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the contracting agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

29. SUBMISSION OF BID

Bids may be submitted via the electronic submission portal at: **https://app.negometrix.com/buyer/691**, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

If bid will be mailed or hand delivered, ensure it is secured in a sealed envelope, addressed as follows:

ORANGE COUNTY PROCUREMENT DIVISION
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

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Bidders must indicate on the sealed envelope the following:

A. Invitation for Bids Number
B. Date of Opening
C. Name of Bidder
D. Phone Number of Bidder

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

30. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

31. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

32. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

33. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

34. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

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If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

35. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

36. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

37. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

38. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of

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the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

39. NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

40. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

41. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds.
Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

42. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

43. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

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44. CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after receipt of Contractor's written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

45. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at: http://www.uscis.gov/portal/site/uscis.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

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46. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

47. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis–Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars ($2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction"); and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
For a definition of "Construction" see 48 CFR 2.101.

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Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars ($100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars ($100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars ($150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

   a. Competitively within a timeframe providing for compliance with the contract performance schedule;

   b. Meeting contract performance requirements; or

   c. At a reasonable price.

(2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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48. SCRUTINIZED COMPANIES

A. By executing this Agreement, the Contractor/Sub-Recipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.

B. Specifically, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

C. Additionally, if this Agreement is for an amount of one million dollars ($1,000,000) or more, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not**:

1. 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; and/or

2. Engaged in business operations in Cuba or Syria.

D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.

E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.

F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.

G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

49. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

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1. Keep and maintain public records required by Orange County to perform the service.

2. Upon request from Orange County's custodian of public records, provide Orange 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 this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from the 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 Orange County.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County 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 public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. **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 :**

Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5635

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SECTION 2
SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. LICENSES AND PERMITS

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

2. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

3. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

4. AWARD

Award shall be made on an all-or-none total estimated bid basis to the lowest responsive and responsible Bidder.

5. POST AWARD MEETING

Within **ten (10)** days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

6. F.O.B. POINT

The F.O.B. shall be **4400 Vineland Road, Orlando, FL 32811**. Bids showing other than F.O.B. Destination will not be accepted. The bid shall include all costs of packaging, transporting, delivery and unloading. **This shall include inside delivery if requested to the designated point within Orange County.**

7. DELIVERY

Delivery time is of the essence in the award of this Invitation for Bids. Delivery shall be no later than **the delivery times stated below**. Bids submitted which fail to meet this requirement shall be cause for rejection.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract. Delivery times are Monday through Friday, 7:30 am.-3:00 p.m. (Local Time). Contact County Representative or designee for delivery arrangements.

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E-One Apparatus Delivery

- Commercial Chassis Pumpers and Tankers, 150 days after receipt of chassis.
- Custom Chassis Pumpers and Tankers, 270 days after receipt of delivery order.
- Mini Pumpers, 150 days after receipt of chassis.
- Woods Fire Fighting Apparatus, 150 days after receipt of chassis.
- Commercial Chassis Rescues, 150 days after receipt of delivery order.
- Custom Chassis Rescue, 330 days after receipt of delivery order.
- Aerial Ladders and Platforms, 270 days after receipt of delivery order.
- Specialty Units, 360 days after receipt of delivery order.
- Tradition Series, 270 days after receipt of delivery order.

On an annual basis, apparatus delivery terms may be reviewed and adjusted as mutually agreed upon by the CONTRACTOR and the COUNTY.

8. FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within forty-eight (48) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.

2. If the Contractor's performance is delayed pursuant to this section for a period exceeding one (1) calendar day from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.

3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

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9. LIQUIDATED DAMAGES

Should the Contractor fail to make delivery of the goods or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Orange County, the County shall suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of $200.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County shall sustain per diem by failure of the Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.

10. TERMINATION

A. Termination for Default:

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards

2. Deliver the goods or to perform the services within the time specified in this contract or any extension.

3. Make progress so as to endanger performance of this contract

4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work

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3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

4. Continue and complete all parts of that work that have not been terminated.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

11. AS SPECIFIED

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused goods received which fail to meet the County's performance standards. Replacement goods meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming goods.

12. PAYMENT

Partial payments for the value of goods received and accepted and services rendered may be requested by the submission of a properly executed invoice. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Fire Rescue
4400 Vineland Rd, Orlando, FL 32811
Attention: Sourcing Coordinator
Phone: (407) 836-8238

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Bid Response Form

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

13. EQUIPMENT/SERVICE

A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Contractor from furnishing a complete unit.

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B. All equipment shall be new, or current manufacture in production at the time of bid opening and carry standard warranties. The Contractor shall service all equipment prior to delivery.

C. **No Substitutions allowed on any of the equipment on this contract.**

D. The CONTRACTOR shall be an authorized E-ONE (Emergency One) dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment described in the specifications are brought, kept in stock and sold commercially or the general public in the usual course of business.

E. Bids shall be considered only on equipment which can, on short notice, be serviced and maintained by the Contractor. At the time of bid opening, the Bidder shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business. The Bidder shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

F. Bidder shall indicate the nearest available location for replacement parts, how long parts shall be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid Response Form.

14. ASSEMBLY AND/OR PLACEMENT

All goods shall be completely assembled by the Contractor prior to acceptance by Orange County. Space shall be provided by the County for on-site assembly by the Contractor. It shall be the responsibility of the Contractor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment shall be set-up, serviced, tested and demonstrated at no charge to Orange County.

15. WARRANTY

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship as stated and specified herein. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

16. FIRE APPARATUS WARRANTY

Standard Warranty: The fire apparatus manufacturer shall provide a full two (2) year standard warranty for the complete apparatus. All components manufactured by the apparatus manufacturer shall be covered against defects in materials and workmanship for

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a two (2) year period from time of delivery and acceptance. All components covered by separate manufacturer/suppliers including, but not limited to engines (minimum five (5) year, 100,000 miles), transmissions (minimum five (5) year, unlimited miles), axles and brakes (minimum one (1) year), tires and batteries shall maintain the warranty as provided by the component manufacturer/supplier. A copy of the standard warranty and all component parts warranties shall be provided upon delivery of the fire apparatus.

Frame Warranty: The fire apparatus manufacturer shall provide a full lifetime frame warranty. The warranty shall cover all apparatus manufacturer designed frames and frame members against defects in materials and workmanship for the lifetime of the fire apparatus. All warranty repairs are to include all parts and labor required to make the repair including pickup and return of the fire apparatus. A copy of the warranty document shall be provided upon delivery of the fire apparatus.

Structural Warranty: The fire apparatus manufacturer shall provide a comprehensive ten (10) year/100,000 mile structural warranty. The warranty shall cover all structural components of the cab and body manufactured by the fire apparatus manufacturer against defects in materials and workmanship for ten (10) years or 100,000 miles, whichever occurs first. Excluded from this warranty are all hardware, mechanical items, electrical items and paint finishes. A copy of the warranty document shall be provided upon delivery of the fire apparatus.

Polypropylene Tank Warranty: The fire apparatus manufacturer shall provide a full lifetime polypropylene tank warranty. The warranty shall cover all defects in materials and workmanship of the polypropylene tank for the lifetime of the fire apparatus. All warranty repairs are to include all parts and labor required to make the repair including pickup and return of the fire apparatus. A copy of the warranty document shall be provided upon delivery of the fire apparatus.

Stainless Steel Plumbing Components Warranty: The fire apparatus manufacturer shall provide a full ten (10) year stainless steel plumbing components warranty. The warranty shall cover all defects in materials and workmanship of fire apparatus manufacturer designed foam/water plumbing system stainless steel components for ten (10) years. All warranty repairs are to include all parts and labor required to make the repair including pickup and return of the fire apparatus. A copy of the warranty document shall be provided upon delivery of the fire apparatus.

Paint and Corrosion Warranty: The apparatus manufacturer shall provide a full ten (10) year paint and lifetime corrosion perforation warranty. This warranty shall cover paint peeling, cracking, blistering, and corrosion provided the vehicle is used in a normal and reasonable manner.

Vehicle Graphic Warranty: The apparatus manufacturer shall provide quality graphic material on all Fire Apparatus units and liquid adhesive edges on the rear chevrons. Warranty shall cover peeling, cracking, blistering, and corrosion provided the vehicle is used in a normal and reasonable manner. Manufacturer shall cover against defects in materials and workmanship for a three (3) year period from time of delivery and acceptance.

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17. LABOR FOR NON-WARRANTY WORK

The CONTRACT establishes an hourly labor rate for non-warranty work at the factory and on-site in Orange County when such work is required and ordered by the COUNTY. The labor rate for non-warranty work accomplished in Orange County shall be inclusive of all expenses including, but not limited to fuel, travel to and from the job site and per diem.

The Contractor shall fully warrant all parts and services furnished hereunder against defect in materials and/or workmanship for a period of twelve (12) months from date of delivery/acceptance by Orange County.
All refurbishment work shall be covered by a one (1) year standard warranty for the complete refurbishment.

18. DISCOUNTS/REBATES/INCENTIVES

The CONTRACTOR shall offer any discounts, rebates and incentives as they become available, appropriate and beneficial to the COUNTY.

19. MOST FAVORABLE CUSTOMER PRICING

If during the term of the contract, the CONTRACTOR offers a more favorable pricing structure to another customer, the CONTRACTOR shall also make available to the COUNTY that more favorable pricing structure for an equal period of time as the more favorable pricing structure is offered and available to the other customer.

20. TRADE-INS

When trade-in units are offered, the COUNTY reserves the right to purchase with or without trade-in units, whichever will serve the best interest of the County. It is the CONTRACTOR'S sole responsibility to inspect the equipment offered for trade-in. Trade-in equipment carries no warranties and is traded “as is", “where is”.

21. PRE-CONSTRUCTION CONFERENCE AND INSPECTIONS / VISITS

A. A pre-construction conference shall be coordinated between the COUNTY and the CONTRACTOR to review each apparatus order prior to apparatus construction. The pre-construction conference shall include, but not be limited to review of specifications and drawings with the CONTRACTOR'S engineering staff to ensure a complete understanding of all apparatus requirements.

B. A mid-point inspection meeting shall be coordinated between the COUNTY and the CONTRACTOR prior to "body load". The mid-point inspection shall include, but not be limited to, inspection of the chassis, body, wiring, Fire Pump, etc. to ensure compliance with specifications.

C. A final inspection shall be coordinated between the COUNTY and the CONTRACTOR prior to apparatus delivery. The final inspection shall take place when the apparatus construction is complete and shall include, but not be limited to, a full and thorough performance test and evaluation of the apparatus and all integrated systems and verification that all specifications have been met. The CONTRACTOR

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shall provide any and all information necessary to facilitate the final inspection including any third party certifications such as pump testing, aerial ladder testing etc.

Should the E-One apparatus be found not ready for delivery, the CONTRACTOR shall bear any and all expenses for any additional inspection visits by the COUNTY to the CONTRACTOR'S facility.

22. MANUALS

The following manuals, in electronic format (stored on its own Flash Drive) and in the quantities indicated, shall be delivered with each piece of equipment. The cost of these manuals shall be included in the unit price.

E-One Operations Manual Two (2) copies

Parts Manual Two (2) copies

"As Built" Wiring Schematics/Diagrams on all electrical components Two (2) copies

Repair Manual Two (2) copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

1. Statement of Origin
2. Warranty Certifications
3. Copy of pre-delivery service report
4. Fire Pump Testing inspection report & certification
5. Aerial Ladder Testing inspection report & certification (If Applicable)
6. DHSMV-V-40, Application for Certification of Title/Registration
7. Check for Title - payable to the current Orange County Tax Collector
8. Temporary tag / County Tag
9. Sales Tax Exemption form (if required).

23. INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

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Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

☒ Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $1,000,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

☒ Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $1,000,000 (one million dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

☒ Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

☒ Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds $100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event

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which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:
Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:

https://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRequirementsFAQ-CERT.pdf

24. CONTRACT TERM/RENEWAL

A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of five (5) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the

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terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.

B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.

C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.

D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

25. PRICING

The County requires a firm price for the initial one year period. All percentage discounts shall remain firm for the entire contract period. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

26. MANUFACTURER'S LIST PRICE

A. Bid shall be in the form of one fixed (across the board) discount off current manufacturer's list price only.

B. Awarded vendor(s) shall furnish Procurement Division and each requesting division, with their bid submittal, current manufacturer's list price, in the form of electronic copy on a USB Flash Drive properly identified as to price and column designation for each category and clearly reflecting awarded discount.

C. Price adjustment – Discount off manufacturer's list price shall remain the same throughout the life of the contract. Changes to manufacturer's price list may be submitted to the Procurement Division for consideration. Upon receipt of written acceptance from the County, awarded vendor(s) shall furnish new manufacturer's list price to all using divisions.

27. PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award for all line items not priced on a fixed percentage discount. All percentage discounts shall remain firm for the entire contract period. .

The original contract prices shall be firm for an initial one (1) year period. A price escalation/de-escalation will be considered at one (1) year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date. Price adjustments shall be based

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on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = **Percentage Change**

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

28. METHOD OF ORDERING

The County shall issue Delivery (Purchase) Orders against the contract on an as needed basis for the goods or services listed on the Bid Response Form.

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29. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

30. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

If the Manager, Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

31. PERSONNEL

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

B. All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. By execution of this contract, the Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy two (72) hours to review any request made by the Contractor for any change, alteration, or substitution of staff. The Contractor shall ensure that such substituted staff members are of substantially the same qualifications as those approved by the County at the time of contract award and create no conflicts of interest between the Contractor and the County.

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D. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

32. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

33. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In accordance with the Registered Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered prime Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In the event of a tie between an M/WBE and a registered prime SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

SECTION 3
SCOPE OF SERVICES

SCOPE OF SERVICES

GENERAL INFORMATION

To provide professional services in the area of the provision of Fire Apparatus, as more specifically set forth in the scope of services detailed herein.

The County's representative/liaison during the performance of this contract shall be Sourcing Coordinator or Fire Rescue Fleet Battalion Chief at 407 836-8233.

E-ONE APPARATUS

All E-One apparatus provided by the Contractor shall meet the minimum requirements of the National Fire Protection Association (NFPA) as stated in NFPA Pamphlet 1901 or the most current NFPA for Pumper, Aerial, Tanker and Specialty Fire Apparatus and of the National Fire Protection Association (NFPA) as stated in NFPA Pamphlet 1906 or the most current NFPA for Woods Fire Apparatus.

Contractor's authorized facility shall have the shop capacity of fifteen (15) indoor service bays at a minimum that can house E-One Pumpers, Tankers, Brush Trucks, Aerial Platforms, Specialty Apparatus, etc.

FACTORY TRAINING

The Contractor shall administer one hundred-sixty (160) hours of factory training per year, for each year of the contract, for troubleshooting, servicing and maintaining County equipment purchased under this contract for all County Fire Apparatus Technicians. Factory training shall be conducted at a County facility at no additional cost to the County for the duration of this contract. The dates, times and duration of training shall be mutually agreed upon by the Contractor and the County. All training materials including, but not limited to technical publications, training aids, handouts, study materials, etc. shall be provided by the Contractor at no additional cost to the County.

FACTORY AUTHORIZED SERVICE CENTER

The Contractor shall certify the Orange County Fire Rescue Fleet Maintenance Facility as an authorized service center capable of back charging the Contractor for warranty work at the hourly labor rate specified in the contract.

REPAIR AND SERVICE RESPONSE TIMES

The Contractor shall adhere to a response time of not greater than four (4) hours to any apparatus out of service covered under warranty in the County seven (7) days a week. The Contractor shall adhere to a response time of not greater than twenty-four (24) hours to any apparatus not out of service covered under warranty in the County Monday through Friday.

Contractor shall have as part of their fleet a minimum of (6) mobile service repair trucks that can handle on-call and on-site service calls for warranty and non-warranty work.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

In the event a fire apparatus vehicle is sent to a third party repair service facility, the facility shall be an OEM Authorized Dealer for engine repair, aerial ladder and pump testing and/or repairs, suspension repairs, warranty repairs and diagnostics repairs. The Contractor shall provide a detailed list of all costs of services including but not limited to hourly labor, parts and equipment and shall be authorized by the County prior to commencing work.

REQUIRED CERTIFIED EMERGENCY VEHICLE TECHNICIANS

The Contractor shall have a minimum of twenty (20) Certified Emergency Vehicle Technician's (EVT) dedicated to work on Orange County Fire Rescue account.

PARTS/EQUIPMENT

The Contractor shall fully warrant all parts and services furnished hereunder against defect in materials and/or workmanship for a period of twelve (12) months from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County.

The Contractor shall maintain an inventory of high use E-One parts/equipment to ensure availability. The Contractor shall provide a parts list with pricing/quote and the percentage discount off of the manufacturer's list price for all parts. The Contractor shall provide an Internet based parts information system and make it available for use by employees of the Orange County Fire Rescue to assist in identifying, parts, equipment, and the ordering of parts.

All warranty provisions of the Uniform Commercial Code shall additionally apply.

PARTS AVAILABILITY

The Contractor shall deliver stock parts no later than five (5) business days from receipt of delivery order.

For parts which require longer lead times, the Contractor shall be responsible for notifying the County prior to accepting a delivery order. The Contractor shall be responsible for providing the anticipated delivery date from receipt of delivery order.

The Contractor shall deliver parts which are required urgently via verbal communication and/or email from the County. This shall be delivered within forty-eight (48) hours of verbal or e-mail request, these shall be referred to as "Truck Down" Deliveries. "Truck Down" delivery is a delivery that is required to occur within forty-eight (48) hours of parts order placed. Usually a critical vehicle is down and waiting for a part to be repaired. The verbal and or written urgent request shall only be received by the County Representative or designee. The Contractor shall provide the County's Representative or designee contact information within (2) days of the award.

REFURBISHMENT

Refurbishment of County owned E-One fire apparatus shall be accomplished by mutual agreement as to the extent of the refurbishment needed for each individual piece of fire apparatus.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Refurbishment shall be accomplished pursuant to NFPA Pamphlet 1912 or the most current standards for Fire Apparatus Refurbishing, most current edition. All work and materials shall match as closely as possible the original equipment installed on the vehicle when it was manufactured. As specified by the County, materials shall be upgraded as applicable to bring the fire apparatus into compliance with the most current safety and performance standards.

All refurbishment work shall be covered by a one (1) year standard warranty for the complete refurbishment. A copy of the standard warranty and all component parts warranties shall be provided upon delivery of the refurbished fire apparatus.

Paint and corrosion warranty for refurbished fire apparatus shall be as follows:

Ten (10) year limited paint and corrosion perforation warranty. This warranty shall cover paint peeling, cracking, blistering, and corrosion provided the vehicle is used in a normal and reasonable manner.

The paint shall be prorated for ten (10) years as follows:

Topcoat & Appearance: Gloss, Color Retention, Cracking
0 to 72 months 100%
73 to 120 months 50%

Coating System, Adhesion & Corrosion:
Includes dissimilar metal corrosion, Flaking, Blistering, Bubbling

0 to 36 months 100%
37 to 84 months 50%
85 to 120 months 25%

Corrosion perforation shall be covered 100% for ten (10) years. Corrosion perforation is defined as complete penetration through the exterior metal of the apparatus. The warranty period shall begin upon delivery of the apparatus to the original user- purchaser. A copy of the warranty document shall be provided with the proposal. UV paint fade shall be covered in a separate warranty supplied by Akzo Nobel (Sikkens) and shall be for a minimum of ten (10) years. Refurbishment costs shall be in accordance with the appropriate contract pricing as it relates to particular apparatus configurations and shall be detailed by specific costs for equipment, parts and labor.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION

IMPORTANT NOTE:

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.**
(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)

Bidders are cautioned, when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

STATEMENT OF NO-BID

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Melisa.Vergara@ocfl.net, referencing the IFB number, and briefly explain why the decision was made to not participate.

SUBMITTAL LABEL:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are **strongly encouraged** to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

If submitting via mail or hard copy, use the hard-copy label below and place on front of their outermost sealed envelope/package.

DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN
RESERVED FOR PUBLIC BID OPENING

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

_____

CONTACT: **MELISA VERGARA**
IFB NUMBER: **Y20-1023-MV**
TITLE: **FIRE APPARATUS**

BID DUE DATE: _____

DELIVER TO:

ORANGE COUNTY PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

QUALIFICATION OF BIDDERS

BID PACKAGE REQUIREMENTS:

- In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

- Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

- If submitting via mail or hand delivery, Bidders must submit one (1) original, two (2) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.

- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

[ ] 1. Reference Documentation Form
(Required)

Bidder shall complete the attached Reference Documentation Form. References shall be for clients who contracted with the bidder similar **in scope and magnitude** for the Fire Apparatus purchase, service repairs, parts and equipment satisfactorily completed and shall validate the following capabilities and experience:

1. Services and repairs, maintenance of a minimum of fifteen (15) emergency vehicles simultaneously at large commercial or government entities.
(Required)

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

[ ] **2.** Bidder shall provide a statement on company letterhead confirming the Contractor has the shop capacity of fifteen (15) indoor service bays at a minimum that can house E-One Pumpers, Tankers, Brush Trucks, Aerial Platforms, Specialty Apparatus, etc.
(Required)

[ ] **3.** Bidder shall provide a statement on company letterhead confirming the Contractor has a minimum of (6) mobile service repair trucks that can handle on-call and on-site service calls for warranty and non-warranty work.
(Required)

[ ] **4.** Provide a list of Certified Emergency Vehicle Technicians from Emergency Vehicle Technical Support, Inc. (EVT) dedicated to work on Orange County Fire Rescue account by Name and title, contemplated to perform the work. Provide copies of all certifications.
(Required)

[ ] **5.** A statement on company letterhead confirming the Vendor's capability (including On-site based OEM level diagnostic computers and access to OEM level diagnostic manuals) to perform repairs, including but not limited to All Emergency One (E-One) Apparatus.
(Required)

[ ] **6.** Provide a statement on company's letterhead confirming the Contractor has an on-hands applicable parts inventory minimum of $3 Million.
(Required)

[ ] **7.** Provide a statement on company letterhead confirming the Contractor is an OEM authorized dealer and capable to repair and provide parts for any Emergency One (E-One) Pumpers, Tankers, Brush Trucks, Aerial Platforms, Specialty Apparatus, etc.
(Required)

[ ] **8.** Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein.
(Required)

[ ] **9.** Bid Response Form
(Required)

[ ] **10.** Acknowledgement of Addenda
(Required if Applicable)

[ ] **11.** Authorized Signatories/Negotiators
(Required)

[ ] **12.** Drug-Free Workplace
(Required)

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

[ ] **13.** Schedule of Sub-contracting
(Required if Applicable)

[ ] **14.** Conflict/Non-Conflict of Interest Form
(Required)

[ ] **15.** E-Verification Certification
(Required)

[ ] **16.** Current W9
(Required)

[ ] **17.** Relationship Disclosure Form
(Required to be Submitted and Notarized)

[ ] **18.** Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)

[ ] **19.** Agent Authorization Form
(Submit if Applicable)

[ ] **20.** Leased Employee Affidavit
(Submit if Applicable)

[ ] **21.** Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)

[ ] **22.** Contract **Y20-1023-MV**, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

Failure to submit the above requested information may be cause for rejection of your bid.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

BID RESPONSE FORM
IFB #Y20-1023-MV

The Contractor shall provide all labor and other resources necessary to provide E-ONE equipment, parts and services ONLY in strict accordance wit the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. **Thi is a brand specific contract and no other brands or equivalents will be allowed. For all non-stock parts purchases, markup shall be based on E ONE Manufacturer's List Price.**

Note: The percentage mark-up or mark-down from E-One Manufacturer's List Price shall be indicated by checking the applicable box Failure to indicate will deem the bid non-responsive.

EXAMPLE: ESTIMATED DOLLAR AMOUNT $100,000 - 10% MARK-DOWN ($10,000) = $90,000
+ 10% MARK-UP ($10,000) = $110,000

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL DOLLAR ($) AMOUNT	MINUS OR PLUS (check one box per line item)	PERCENTAGE (%) DISCOUNT FROM MSRP	=	TOTAL ESTIMAT ANNUAL
	FIRE APPARATUS					
1	Commercial Chassis Pumpers and Tankers	**$100,000**	**Mark up ☐ or Mark down ☐**	_____**%**	=	$_____
2	Custom Chassis Pumpers and Tankers	**$4,700.000**	**Mark up ☐ or Mark down ☐**	_____**%**	=	$_____
3	Mini Pumpers	**$100,000**	**Mark up ☐ or Mark down ☐**	_____**%**	=	$_____
4	Woods Fire Fighting Apparatus	**$100,000**	**Mark up ☐ or Mark down ☐**	_____**%**	=	$_____

_____
Company Name

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL DOLLAR ($) AMOUNT	MINUS OR PLUS (check one box per line item)	PERCENTAGE (%) DISCOUNT FROM MSRP	=	TOTAL ESTIMATED ANNUAL
5	Commercial Chassis Rescues	**100,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
6	Custom Chassis Rescue	**$100,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
7	Aerial Ladders and Platform	**$1,300,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
8	Specialty Units	**$1,300,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
9	Refurbishment of Fire Apparatus	**$200,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
10	Equipment/Accessories, FOB Destination	**$100,000.00**	Mark down ☐	_____%	=	$_____
11	Parts, FOB Destination For all non-stock parts purchases, markup shall be based on E-One Manufacturer's List Price	**$200,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____

_____
Company Name

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

	OTHER SERVICES	ESTIMATED ANNUAL QUANTITY	X	UNIT PRICE (HOURLY)	=	TOTAL ESTIMATED ANNUAL BID
12	3rd Party OEM Authorized Dealer for Engine Repairs, Aerial Ladder and Pump Testing and/or repairs, Suspension Repairs, Warranty Repairs, and Diagnostics	$100,000	X	$_____	=	$_____
13	Non-Warranty Labor at Factory Location	1,000 hours	X	$_____	=	$_____
14	Non-Warranty Labor at Orange County and/or Contractor/Factory	3,000 hours	X	$_____	=	$_____
	TOTAL ESTIMATED ANNUAL BID (LINES 1 THROUGH 14)				=	$_____
					X 5	**(FIVE YEARS**
	TOTAL BID FOR FIVE (5) YEARS				=	$_____

_____
Company Name

Parts/Service Availability (ARO):

Parts _____ hours _____ calendar days, Service _____hours _____calendar days

Nearest Parts/Service Location: _____

List contact person/telephone number for service facility: _____
_____

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with thos listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standar forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Delivery shall be per Special Terms and Conditions #7 After Receipt of Order (ARO).
Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: _____ D-U-N-S® # _____

_____

(Street No. or P.O. Box Number) (Street Name) (City)

_____

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

(Signature) (Date)

(Title)

(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit

____ Joint Venture* ____ Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: _____

* *Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determin Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint vent agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project* ***proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insura in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the partie the Joint venture will not be accepted.*** *Failure to timely submit the required form along with an attached writ copy of the joint venture agreement may result in disqualification of your Bid Response*

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

REFERENCE DOCUMENTATION FORM

List three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: _____

   Owner's Name: _____

   Description of goods or services provided: _____

   _____

   Contract Amount: _____

   Start and End Date of Contract: _____

   Contact Person: _____

   Address: _____

   _____

   Telephone Number: _____

   Email Address: _____

2. Company Name: _____

   Owner's Name: _____

   Description of goods or services provided: _____

   _____

   Contract Amount: _____

   Start and End Date of Contract: _____

   Contact Person: _____

   Address: _____

   _____

   Telephone Number: _____

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

_____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

_____

Telephone Number: _____

Email Address: _____

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

_____
Bidder's Signature

_____
Date

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

SCHEDULE OF SUBCONTRACTING, IFB NO. Y20-1023-MV

As specified in the General Terms and Conditions and in the Special Terms and Conditions, bidders are to present the details of subcontracto participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

Company Name: _____

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[ ] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[ ] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

E VERIFICATION CERTIFICATION

Contract No.Y20-1023-MV

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y20-1023-MV, FIRE APPARATUS**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

_____

_____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY BIDDER

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

_____

Business Address (Street/P.O. Box, City and Zip Code):

_____

_____

Business Phone: ( )_____

Facsimile: ( )_____

INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)

Name of Bidder's Authorized Agent:

_____

Business Address (Street/P.O. Box, City and Zip Code):

_____

_____

Business Phone: ( )_____

Facsimile: ( )_____

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ YES ____ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

____ YES ____ NO

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ YES ____ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

_____

_____

_____

(Use additional sheets of paper if necessary)

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ _____

Signature of Bidder Date

Printed Name and Title of Person completing this form:

_____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM

Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the
matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

_____

Name and Address of Principal's Authorized Agent, if applicable:

_____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
2. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
3. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
4. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes or No
5. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes or No
6. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes or No
7. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
8. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	$

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ _____

Date Signature of ⌂ Principal or ⌂ Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

_____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT

Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

means communicating "indirectly with the County Mayor or any other member of the [BCC]" by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means "the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist." *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?
Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?
The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?
In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?
The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

CONCLUSION:
We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE)_____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

_____ _____

Signature of Bidder Date

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the bidder is submitting as a joint venture, please be advised that this form MUST be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE BIDDER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: ( ) NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture:_____

_____

_____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture:_____

_____

_____

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

_____

_____

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

   (a) Profit and loss sharing:

   _____

   _____

   (b) Capital contributions, including equipment:

   _____

   _____

   (c) Other applicable ownership interests:

   _____

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

   (a) Financial decisions:_____

   (b) Management decisions, such as:

   (1) Estimating:

   _____

   _____

   _____

   (2) Marketing and sales:

   _____

   _____

   _____

   (3) Hiring and firing of management personnel:

   _____

   _____

   _____

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

_____

_____

_____

(c) Supervision of field operations:

_____

_____

_____

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

* **Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____	Name of Firm: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐ online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

ORANGE COUNTY, FLORIDA *Procurement Division*

CONTRACT NO. Y20-1023-MV
FIRE APPARATUS

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

   A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

   Orange County Fire Rescue
   4400 Vineland Rd, Orlando, FL 32811
   Attention: Sourcing Coordinator
   Phone: (407) 836-8238

   B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y20-1023-MV, FIRE APPARATUS - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

_____
(COMPANY NAME)

BY: _____ (Authorized Signatory

_____ (Name)

_____ (Title)

DATE: _____

NOTICES: _____ (Address)

_____ (Address)

_____ (City, State Zip)

_____ (Phone)

_____ (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award

A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y20-1023-MV, FIRE APPARATUS - Term Contract**.

B. This contract is effective **EFFECTIVE DATE,** and shall remain in effect through **EXPIRATION DATE.**

C. The estimated contract award for the initial term of the contract is

$_____

D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.

E. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Zulay Millan, Assistant Manager
Procurement Division

DATE: _____

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

Attachment: Orange County Contract Fire Apparatus Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

ORANGE COUNTY, FLORIDA *Procurement Division*

CONTRACT NO. Y20-1023-MV
FIRE APPARATUS

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

   A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

   Orange County Fire Rescue
   4400 Vineland Rd, Orlando, FL 32811
   Attention: Sourcing Coordinator
   Phone: (407) 836-8238

   B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y20-1023-MV, FIRE APPARATUS - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

REV RTC Inc. dba Hall-Mark RTC
(COMPANY NAME)

BY: _____ (Authorized Signatory)

Jay Johnson (Name)

VP / General Manager (Title)

DATE: _____

NOTICES: 725 SW 46th Avenue (Address)

_____ (Address)

Ocala, FL 43374 (City, State Zip)

352-629-6305 (Phone)

jjohnson@e-one.com (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award

A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y20-1023-MV, FIRE APPARATUS - Term Contract**.

B. This contract is effective **SEPTEMBER 1, 2020** and shall remain in effect through **AUGUST 31, 2025.**

C. The estimated contract award for the initial term of the contract is **$48,970,000**.

D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.

E. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

F. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Zulay Millan, Assistant Manager
Procurement Division

DATE: 8/6/2020

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

BID RESPONSE FORM

IFB #Y20-1023-MV

The Contractor shall provide all labor and other resources necessary to provide E-ONE equipment, parts and services ONLY in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. **This is a brand specific contract and no other brands or equivalents will be allowed. For all non-stock parts purchases, markup shall be based on E-ONE Manufacturer's List Price.**

Note: The percentage mark-up or mark-down from E-One Manufacturer's List Price shall be indicated by checking the applicable box. Failure to indicate will deem the bid non-responsive.

EXAMPLE: ESTIMATED DOLLAR AMOUNT $100,000 - 10% MARK-DOWN ($10,000) = $90,000

+ 10% MARK-UP ($10,000) = $110,000

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL DOLLAR ($) AMOUNT	MINUS OR PLUS (check one box per line item)	PERCENTAGE (%) DISCOUNT FROM MSRP	=	TOTAL ESTIMATED ANNUAL BID
	FIRE APPARATUS					
1	Commercial Chassis Pumpers and Tankers	**$100,000**	Mark up ☑ or Mark down ☐	+3 %	=	$ 103,000.00
2	Custom Chassis Pumpers and Tankers	**$4,700.000**	Mark up ☐ or Mark down ☑	-10 %	=	$ 4,230,000.00
3	Mini Pumpers	**$100,000**	Mark up ☑ or Mark down ☐	+6 %	=	$ 106,000.00
4	Woods Fire Fighting Apparatus	**$100,000**	Mark up ☑ or Mark down ☐	+6 %	=	$ 106,000.00

REV RTC Inc. dba Hall-Mark RTC
Company Name

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL DOLLAR ($) AMOUNT	MINUS OR PLUS (check one box per line item)	PERCENTAGE (%) DISCOUNT FROM MSRP	=	TOTAL ESTIMATED ANNUAL BID
5	Commercial Chassis Rescues	$100,000.00	Mark up ☐ or Mark down ☐ Mark up ☐	+3 %	=	$ 103,000.00
6	Custom Chassis Rescue	$100,000.00	Mark down ☑ Mark up ☐	-10 %	=	$ 90,000.00
7	Aerial Ladders and Platform	$1,300,000.00	Mark down ☑ Mark up ☐	-10 %	=	$ 1,170,000.00
8	Mid-Mount Platform	$1,500,000.00	Mark down ☑ Mark up ☑	-3 %	=	$ 1,455,000.00
9	Specialty Units	$1,300,000.00	Mark down ☐ Mark up ☐	+10 %	=	$ 1,430,000.00
10	Refurbishment of Fire Apparatus	$200,000.00	Mark down ☐ Mark up ☐	0 %	=	$ 200,000.00
11	Equipment/Accessories, FOB Destination	$100,000.00	or Mark down ☐	+14 Plus Freight %	=	$ 114,000.00
12	Parts, FOB Destination For all non-stock parts purchases, markup shall be based on E-One Manufacturer's List Price	$200,000.00	Mark up ☐ or Mark down ☐	+20 Plus Freight %	=	$ 240,000.00

REV RTC Inc. dba Hall-Mark RTC

Company Name

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire

	OTHER SERVICES	ESTIMATED ANNUAL QUANTITY	X	UNIT PRICE (HOURLY)	=	TOTAL ESTIMATED ANNUAL BID
13	3rd Party OEM Authorized Dealer for Engine Repairs, Aerial Ladder and Pump Testing and/or repairs, Suspension Repairs, Warranty Repairs, and Diagnostics	$100,000	X	$ 55.00	=	$ 55,000.00
14	Non-Warranty Labor at Factory Location	1,000 hours	X	$ 95.00	=	$ 95,000.00
15	Non-Warranty Labor at Orange County and/or Contractor/Factory	3,000 hours	X	$ 99.00	=	$ 297,000.00
	TOTAL ESTIMATED ANNUAL BID (LINES 1 THROUGH 15)				=	$9,794,000.00
					X	(FIVE
					5	YEARS)
	TOTAL BID FOR FIVE (5) YEARS				=	$48,970,000.00

REV RTC Inc. dba Hall-Mark RTC
Company Name

Parts/Service Availability (ARO):

Parts 24 hours 365 calendar days, Service 24 hours 365 calendar days

Nearest Parts/Service Location: 725 SW 46th Ave. Ocala, FL 34474

List contact person/telephone number for service facility:
George Scott (352) 629-6305

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Delivery shall be per Special Terms and Conditions #7 After Receipt of Order (ARO). Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: REV RTC Inc. dba Hall-Mark RTC

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 47-4454880 D-U-N-S® # 961941494

725	SW 46th Avenue	Ocala
(Street No. or P.O. Box Number)	(Street Name)	(City)

Marion	FL	34474
(County)	(State)	(Zip Code)

Contact Person: Nate Gilman

Phone Number: (321) 303-3970 Fax Number: (352) 629-2018

Email Address: Nate.Gilman@revrtc.com

EMERGENCY CONTACT

Emergency Contact Person: George Scott

Telephone Number: 800-524-6072 Cell Phone Number: 352-572-2575

Residence Telephone Number: 352-572-2575 Email: george.scott@revrtc.com

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. 1, Date MAY 6 2020 Addendum No. _____, Date _____

Addendum No. 2, Date MAY 22 2020 Addendum No. _____, Date _____

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Jay Johnson	VP/General Manager	(352) 629-6305 jjohnson@e-one.com

(Signature) 22 MAY 2020 (Date)

VP / General Manager
(Title)

REV RTC Inc. dba Hall-Mark RTC
(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit

____ Joint Venture* __X__ Corporation

State of Incorporation: Delaware

Principal Place of Business (Florida Statute Chapter 607): Ocala / Marion / Florida
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 47-4454880

* *Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project.* ***If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.*** *Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

May 22, 2020
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y20-1023-MV; ADDENDUM # 2

FIRE APPARATUS

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by **underlining** and deletions via ~~strikethrough~~.

A. Changes

1. **The Deadline for Responding to this Invitation for Bids is hereby changed from ~~Thursday, May 28, 2020~~ to Thursday, June 4, 2020 at 4:00 PM.**

2. **The Public Opening of all responses to this Invitation for Bids is hereby changed from ~~Friday, May 29, 2020~~ to Friday, June 5, 2020 at 9:30 AM.**

3. **Page 21, Special Terms and Conditions, item 7. DELIVERY is deleted in its entirety and replaced herein.**

~~**7. DELIVERY**~~
~~Delivery time is of the essence in the award of this Invitation for Bids. Delivery shall be no later than **the delivery times stated below**. Bids submitted which fail to meet this requirement shall be cause for rejection.~~
~~It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract. Delivery times are Monday through Friday, 7:30 am. 3:00 p.m. (Local Time). Contact County Representative or designee for delivery arrangements.~~

~~**E-One Apparatus Delivery**~~
~~• Commercial Chassis Pumpers and Tankers, 150 days after receipt of chassis.~~

~~• Custom Chassis Pumpers and Tankers, 270 days after receipt of delivery order.~~

~~• Mini Pumpers, 150 days after receipt of chassis.~~

~~• Woods Fire Fighting Apparatus, 150 days after receipt of chassis.~~

~~• Commercial Chassis Rescues, 150 days after receipt of delivery order.~~

~~• Custom Chassis Rescue, 330 days after receipt of delivery order.~~

~~• Aerial Ladders and Platforms, 270 days after receipt of delivery order.~~
~~• Specialty Units, 360 days after receipt of delivery order.~~

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

~~• Tradition Series, 270 days after receipt of delivery order.~~

~~On an annual basis, apparatus delivery terms may be reviewed and adjusted as mutually agreed upon by the CONTRACTOR and the COUNTY.~~

7. DELIVERY

Delivery time is of the essence in the award of this Invitation for Bids. Delivery shall be no later than **the delivery times stated below**. Bids submitted which fail to meet this requirement shall be cause for rejection.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract. Delivery times are Monday through Friday, 7:30 am.-3:00 p.m. (Local Time). Contact County Representative or designee for delivery arrangements.

E-One Apparatus Delivery

- Commercial Chassis Pumpers and Tankers, 150 days after receipt of chassis and approval of County Representative or designee.
- Custom Chassis Pumpers and Tankers, 270 days after receipt of delivery order and approval of County Representative or designee.
- Mini Pumpers, 150 days after receipt of chassis and approval of County Representative or designee.
- Woods Fire Fighting Apparatus, 150 days after receipt of chassis and approval of County Representative or designee.
- Commercial Chassis Rescues, 150 days after receipt of delivery order and approval of County Representative or designee.
- Custom Chassis Rescue, 330 days after receipt of delivery order and approval of County Representative or designee.
- Aerial Ladders and Platforms, 270 days after receipt of delivery order and approval of County Representative or designee.
- Mid-Mount Platform, 270 days after receipt of delivery order and approval of County Representative or designee.
- Specialty Units, 360 days after receipt of delivery order and approval of County Representative or designee.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

On an annual basis, apparatus delivery terms may be reviewed and adjusted as mutually agreed upon by the CONTRACTOR and the COUNTY.

4. Pages 41-43, Qualification of Bidders, Bid Package Requirements is deleted in its entirety and replaced with Qualifications of Bidders pages 41A-43A. See pages 41A-43A of this Addendum #2.

5. Pages 44-46, Bid Response Form is deleted in its entirety and replaced with Bid Response Form pages 44A-46A. See pages 44A-46A of this Addendum #2.

B. Questions and Answers

a. Question - Will there be any changes to the specifications and terms and conditions to allow for other vendors to participate?

Answer – No. All interested vendors shall be certified by E-One. See page 36, Scope of Services, E-One Apparatus. All E-One apparatus provided by the Contractor shall meet the minimum requirements of the National Fire Protection Association (NFPA) as stated in NFPA Pamphlet 1901 or the most current NFPA for Pumper, Aerial, Tanker and Specialty Fire Apparatus and of the National Fire Protection Association (NFPA) as stated in NFPA Pamphlet 1906 or the most current NFPA for Woods Fire Apparatus.

Contractor's authorized facility shall have the shop capacity of fifteen (15) indoor service bays at a minimum that can house E-One Pumpers, Tankers, Brush Trucks, Aerial Platforms, Mid-Mount Platforms, Specialty Apparatus, etc.

b. Question – Delivery (Page 22): We are meeting most of the delivery times noted with a few exceptions and clarifications as to when the delivery time frame will start. For example, you have asked for a Custom pumper to be delivered in 270 days after receipt of a delivery order. We can confirm a 270 day delivery after the order is released. By me saying "order is released" it means a prebuild and drawings have been completed and both Orange County and E-ONE knows exactly what is going to be built. This allows me to be able to accept the liquidated damages referred to in a different section of the bid.

Answer- The timeline for delivery shall commence upon the mutual agreement between both parties after the pre-build meeting and drawings have been completed and approved by Orange County. Please see **A. Changes, Item 3 of this Addendum #2.**

c. Question – Delivery (Page 22): You have referenced a Tradition Series of Apparatus. The name of Tradition series has changed to VM8.

Answer- Traditions Series has been removed. Please see **A. Changes, Item 3 of this Addendum #2.**

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

d. Question - Pricing (Page 45): You have referenced in Item No. 7 Aerial Ladders and Platform. This category has a specific mark up. There is another category not listed which has a different mark up. This category is Mid-Mount Platform. Can I add a separate line at the end and address the Mid-Mount Platform there?
Answer- Mid-Mount Platform has been added to this Invitation for Bid. **Please see A. Changes Item 4 and 5 of this Addendum #2.**

See page 39, Important Note.

IMPORTANT NOTE:
Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.**
(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)

Bidders are cautioned, when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

C. ACKNOWLEDGEMENT OF ADDENDA

a. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
b. All other terms and conditions of the IFB remain the same.
c. Receipt acknowledge by:

_____ _____
Authorized Signature Date

_____
Title

_____
Name of Firm

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

QUALIFICATION OF BIDDERS

BID PACKAGE REQUIREMENTS:

- In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

- Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

- If submitting via mail or hand delivery, Bidders must submit one (1) original, two (2) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.

- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

[ ] 1. Reference Documentation Form
(Required)

Bidder shall complete the attached Reference Documentation Form. References shall be for clients who contracted with the bidder similar **in scope**

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

and magnitude for the Fire Apparatus purchase, service repairs, parts and equipment satisfactorily completed and shall validate the following capabilities and experience:

1. Services and repairs, maintenance of a minimum of fifteen (15) emergency vehicles simultaneously at large commercial or government entities.
(Required)

[ ] 2. Bidder shall provide a statement on company letterhead confirming the Contractor has the shop capacity of fifteen (15) indoor service bays at a minimum that can house E-One Pumpers, Tankers, Brush Trucks, Aerial Platforms, Specialty Apparatus, etc.
(Required)

[ ] 3. Bidder shall provide a statement on company letterhead confirming the Contractor has a minimum of (6) mobile service repair trucks that can handle on-call and on-site service calls for warranty and non-warranty work.
(Required)

[ ] 4. Provide a list of Certified Emergency Vehicle Technicians from Emergency Vehicle Technical Support, Inc. (EVT) dedicated to work on Orange County Fire Rescue account by Name and title, contemplated to perform the work. Provide copies of all certifications.
(Required)

[ ] 5. A statement on company letterhead confirming the Vendor's capability (including On-site based OEM level diagnostic computers and access to OEM level diagnostic manuals) to perform repairs, including but not limited to All Emergency One (E-One) Apparatus.
(Required)

[ ] 6. Provide a statement on company's letterhead confirming the Contractor has an on-hands applicable parts inventory minimum of $3 Million.
(Required)

[ ] 7. Provide a statement on company letterhead confirming the Contractor is an OEM authorized dealer and capable to repair and provide parts for any Emergency One (E-One) Pumpers, Tankers, Brush Trucks, Aerial Platforms, Mid-Mount Platforms, Specialty Apparatus, etc.
(Required)

[ ] 8. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein.
(Required)

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

[ ] 9. Bid Response Form
(Required)

[ ] 10. Acknowledgement of Addenda
(Required if Applicable)

[ ] 11. Authorized Signatories/Negotiators
(Required)

[ ] 12. Drug-Free Workplace
(Required)

[ ] 13. Schedule of Sub-contracting
(Required if Applicable)

[ ] 14. Conflict/Non-Conflict of Interest Form
(Required)

[ ] 15. E-Verification Certification
(Required)

[ ] 16. Current W9
(Required)

[ ] 17. Relationship Disclosure Form
(Required to be Submitted and Notarized)

[ ] 18. Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)

[ ] 19. Agent Authorization Form
(Submit if Applicable)

[ ] 20. Leased Employee Affidavit
(Submit if Applicable)

[ ] 21. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)

[ ] 22. Contract **Y20-1023-MV**, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

Failure to submit the above requested information may be cause for rejection of your bid.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

BID RESPONSE FORM

IFB #Y20-1023-MV

The Contractor shall provide all labor and other resources necessary to provide E-ONE equipment, parts and services ONLY in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. **This is a brand specific contract and no other brands or equivalents will be allowed. For all non-stock parts purchases, markup shall be based on E-ONE Manufacturer's List Price.**

Note: The percentage mark-up or mark-down from E-One Manufacturer's List Price shall be indicated by checking the applicable box. Failure to indicate will deem the bid non-responsive.

EXAMPLE: ESTIMATED DOLLAR AMOUNT $100,000 - 10% MARK-DOWN ($10,000) = $90,000

+ 10% MARK-UP ($10,000) = $110,000

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL DOLLAR ($) AMOUNT	MINUS OR PLUS (check one box per line item)	PERCENTAGE (%) DISCOUNT FROM MSRP	=	TOTAL ESTIMATED ANNUAL BII
	FIRE APPARATUS					
1	Commercial Chassis Pumpers and Tankers	**$100,000**	**Mark up ☐ or Mark down ☐**	_____%	=	$_____
2	Custom Chassis Pumpers and Tankers	**$4,700.000**	**Mark up ☐ or Mark down ☐**	_____%	=	$_____
3	Mini Pumpers	**$100,000**	**Mark up ☐ or Mark down ☐**	_____%	=	$_____
4	Woods Fire Fighting Apparatus	**$100,000**	**Mark up ☐ or Mark down ☐**	_____%	=	$_____

_____

Company Name

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL DOLLAR ($) AMOUNT	MINUS OR PLUS (check one box per line item)	PERCENTAGE (%) DISCOUNT FROM MSRP	=	TOTAL ESTIMATED ANNUAL BID
5	Commercial Chassis Rescues	**$100,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
6	Custom Chassis Rescue	**$100,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
7	Aerial Ladders and Platform	**$1,300,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
8	Mid-Mount Platform	**$1,500,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
9	Specialty Units	**$1,300,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
10	Refurbishment of Fire Apparatus	**$200,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
11	Equipment/Accessories, FOB Destination	**$100,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____
12	Parts, FOB Destination For all non-stock parts purchases, markup shall be based on E-One Manufacturer's List Price	**$200,000.00**	Mark up ☐ or Mark down ☐	_____%	=	$_____

_____

Company Name

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire

	OTHER SERVICES	ESTIMATED ANNUAL QUANTITY	X	UNIT PRICE (HOURLY)	=	TOTAL ESTIMATED ANNUAL BID
13	3rd Party OEM Authorized Dealer for Engine Repairs, Aerial Ladder and Pump Testing and/or repairs, Suspension Repairs, Warranty Repairs, and Diagnostics	$100,000	X	$_____	=	$_____
14	Non-Warranty Labor at Factory Location	1,000 hours	X	$_____	=	$_____
15	Non-Warranty Labor at Orange County and/or Contractor/Factory	3,000 hours	X	$_____	=	$_____
	TOTAL ESTIMATED ANNUAL BID (LINES 1 THROUGH 15)				=	$_____
					X 5	**(FIVE YEARS)**
	TOTAL BID FOR FIVE (5) YEARS				=	$_____

_____
Company Name

Parts/Service Availability (ARO):

Parts _____ hours _____ calendar days, Service _____hours _____calendar days

Nearest Parts/Service Location: _____

List contact person/telephone number for service facility:
_____

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Delivery shall be per Special Terms and Conditions #7 After Receipt of Order (ARO). Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire

MAY 6, 2020
ORANGE COUNTY, FLORIDA

INVITATION FOR BIDS
Y20-1023, FIRE APPARATUS
ADDENDUM NO. 1

This Addendum is hereby incorporated into the documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents.

A. THE DEADLINE FOR RESPONDING TO THIS INVITATION FOR BIDS IS CHANGED TO THURSDAY, MAY 28, 2020 AT 4:00PM EST.

IMPORTANT NOTICE:

ELECTRONIC SUBMISSIONS WILL BE ACCEPTED BY THE COUNTY

1. **Firms are strongly encouraged to submit responses to this Invitation for Bids electronically.**

2. **Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions shall be made through the Negometrix platform.**

B. A PUBLIC OPENING OF ALL RESPONSES TO THIS INVITATION FOR BIDS WILL BE HELD ON FRIDAY, MAY 29, 2020.

1. For a list of all procurement public meeting notices visit the following link:

   http://apps.ocfl.net/OrangeBids/Procurement/default.asp

C. ACKNOWLEDGEMENT OF ADDENDA

Y20-1023, Fire Apparatus

1. The firm shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the deadline for responding indicated above.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

2. All other terms and conditions of the Invitation for Bids remain the same.

3. Receipt acknowledged by:

_____ _____
Authorized Signature Date

_____
Title

_____
Name of Firm

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Issue Date: April 28, 2020

ORANGE COUNTY FLORIDA
PROCUREMENT DIVISION

NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

INVITATION FOR BIDS #Y20-1023-MV, FIRE APPARATUS TERM CONTRACT

Copies of the Invitation for Bids (IFB) documents may be obtained from the Orange County Procurement Division by phoning (407) 836-5635 or by download at: https://app.negometrix.com/buyer/691

BID SUBMISSION DUE DATE:
In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers.

To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

Sealed bid offers for furnishing the above will be accepted up to **5:00 PM (local time), Thursday, May 28, 2020,** via the electronic portal referenced above, or at the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Bids delivered via mail or hand delivery shall contain an **original**, **two** (**2**) **hard copies and one (1) electronic copy on a USB Flash Drive.**

NOTICE TO BIDDERS:
To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Melisa Vergara, Contracting Agent at Melisa.Vergara@ocfl.net.

QUESTIONS:
All questions or concerns regarding this Invitation for Bids shall be submitted by email to Melisa.Vergara@ocfl.net, no later than 5:00 PM **Friday, May 15, 2020** to the attention of Melisa Vergara, Procurement Division, referencing the IFB number.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

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Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and submitted via the electronic submittal portal, or sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

Bids may be submitted via the electronic submission portal at: **https://app.negometrix.com/buyer/691**, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

If submitting via mail or in person, bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to the Procurement Division representative specified on the cover page of this Invitation for Bids. Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question specified on the cover page of this Invitation for Bids.

When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders.

Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. PRICE/DELIVERY

Price(s) bid must be the price(s) for new goods, unless otherwise specified. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Orange County after the Manager, Procurement Division or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be performed during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor shall be required to compensate the County for the difference in price paid for the alternate goods. The Contractor shall be responsible for making any and all claims against carriers for missing or damage goods. Partial shipments will be acceptable unless otherwise stated.

4. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

5. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

6. BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate good or service is or is not equal shall be made solely by the County and such determination shall be final and binding upon all bidders. The County reserves the right to request and review additional information to make such a determination.

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

7. NO BID

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

8. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

9. LEGAL REQUIREMENTS

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

10. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

11. GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

12. JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

13. ATTORNEYS' FEES AND COSTS

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

14. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the County for any terms and conditions not specifically stated in this Invitation for Bids.

15. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

16. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Orange County, Florida, or other specified funding source for this procurement.

17. NON-DISCRIMINATION

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

1. The Contractor shall adopt and maintain, or provide evidence to the County that Contractor has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Contractor agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Contractor agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

18. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: **http://apps.ocfl.net/orangebids/bidresults/results.asp** or upon notice of intended action, whichever is sooner.

19. BID FORMS

All bids shall be submitted on the County's standard Bid Response Form. Modification of the Bid Response Form herein or submission of Bids on Bidder's quotation forms shall not be accepted and shall be deemed non-responsive.

20. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

21. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
  http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award. The County may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
  http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

22. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

23. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

24. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

25. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

26. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

27. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

28. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code.** This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the contracting agent identified in the applicable solicitation.

B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of Orange County, Florida. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the contracting agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

29. SUBMISSION OF BID

Bids may be submitted via the electronic submission portal at: **https://app.negometrix.com/buyer/691**, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

If bid will be mailed or hand delivered, ensure it is secured in a sealed envelope, addressed as follows:

ORANGE COUNTY PROCUREMENT DIVISION
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Bidders must indicate on the sealed envelope the following:

A. Invitation for Bids Number
B. Date of Opening
C. Name of Bidder
D. Phone Number of Bidder

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

30. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

31. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

32. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

33. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

34. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

35. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

36. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

37. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

38. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

39. NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

40. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

41. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds.
Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

42. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

43. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

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44. CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after receipt of Contractor's written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

45. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at: http://www.uscis.gov/portal/site/uscis.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

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46. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

47. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis–Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars ($2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction"); and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
For a definition of "Construction" see 48 CFR 2.101.

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Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars ($100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars ($100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars ($150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

   a. Competitively within a timeframe providing for compliance with the contract performance schedule;

   b. Meeting contract performance requirements; or

   c. At a reasonable price.

(2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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48. SCRUTINIZED COMPANIES

A. By executing this Agreement, the Contractor/Sub-Recipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.

B. Specifically, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

C. Additionally, if this Agreement is for an amount of one million dollars ($1,000,000) or more, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not**:

1. 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; and/or

2. Engaged in business operations in Cuba or Syria.

D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.

E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.

F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.

G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

49. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

1. Keep and maintain public records required by Orange County to perform the service.

2. Upon request from Orange County's custodian of public records, provide Orange 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 this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from the 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 Orange County.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County 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 public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. 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 :

Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5635

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Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

SECTION 2
SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. LICENSES AND PERMITS

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

2. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

3. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

4. AWARD

Award shall be made on an all-or-none total estimated bid basis to the lowest responsive and responsible Bidder.

5. POST AWARD MEETING

Within **ten (10)** days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

6. F.O.B. POINT

The F.O.B. shall be **4400 Vineland Road, Orlando, FL 32811**. Bids showing other than F.O.B. Destination will not be accepted. The bid shall include all costs of packaging, transporting, delivery and unloading. **This shall include inside delivery if requested to the designated point within Orange County.**

7. DELIVERY

Delivery time is of the essence in the award of this Invitation for Bids. Delivery shall be no later than **the delivery times stated below**. Bids submitted which fail to meet this requirement shall be cause for rejection.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract. Delivery times are Monday through Friday, 7:30 am.-3:00 p.m. (Local Time). Contact County Representative or designee for delivery arrangements.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

E-One Apparatus Delivery

- Commercial Chassis Pumpers and Tankers, 150 days after receipt of chassis.
- Custom Chassis Pumpers and Tankers, 270 days after receipt of delivery order.
- Mini Pumpers, 150 days after receipt of chassis.
- Woods Fire Fighting Apparatus, 150 days after receipt of chassis.
- Commercial Chassis Rescues, 150 days after receipt of delivery order.
- Custom Chassis Rescue, 330 days after receipt of delivery order.
- Aerial Ladders and Platforms, 270 days after receipt of delivery order.
- Specialty Units, 360 days after receipt of delivery order.
- Tradition Series, 270 days after receipt of delivery order.

On an annual basis, apparatus delivery terms may be reviewed and adjusted as mutually agreed upon by the CONTRACTOR and the COUNTY.

8. FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within forty-eight (48) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.

2. If the Contractor's performance is delayed pursuant to this section for a period exceeding one (1) calendar day from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.

3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

9. LIQUIDATED DAMAGES

Should the Contractor fail to make delivery of the goods or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Orange County, the County shall suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of $200.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County shall sustain per diem by failure of the Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.

10. TERMINATION

A. Termination for Default:

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards

2. Deliver the goods or to perform the services within the time specified in this contract or any extension.

3. Make progress so as to endanger performance of this contract

4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work

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3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

4. Continue and complete all parts of that work that have not been terminated.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

11. AS SPECIFIED

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused goods received which fail to meet the County's performance standards. Replacement goods meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming goods.

12. PAYMENT

Partial payments for the value of goods received and accepted and services rendered may be requested by the submission of a properly executed invoice. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Fire Rescue
4400 Vineland Rd, Orlando, FL 32811
Attention: Sourcing Coordinator
Phone: (407) 836-8238

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Bid Response Form

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

13. EQUIPMENT/SERVICE

A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Contractor from furnishing a complete unit.

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B. All equipment shall be new, or current manufacture in production at the time of bid opening and carry standard warranties. The Contractor shall service all equipment prior to delivery.

C. **No Substitutions allowed on any of the equipment on this contract.**

D. The CONTRACTOR shall be an authorized E-ONE (Emergency One) dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment described in the specifications are brought, kept in stock and sold commercially or the general public in the usual course of business.

E. Bids shall be considered only on equipment which can, on short notice, be serviced and maintained by the Contractor. At the time of bid opening, the Bidder shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business. The Bidder shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

F. Bidder shall indicate the nearest available location for replacement parts, how long parts shall be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid Response Form.

14. ASSEMBLY AND/OR PLACEMENT

All goods shall be completely assembled by the Contractor prior to acceptance by Orange County. Space shall be provided by the County for on-site assembly by the Contractor. It shall be the responsibility of the Contractor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment shall be set-up, serviced, tested and demonstrated at no charge to Orange County.

15. WARRANTY

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship as stated and specified herein. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

16. FIRE APPARATUS WARRANTY

Standard Warranty: The fire apparatus manufacturer shall provide a full two (2) year standard warranty for the complete apparatus. All components manufactured by the apparatus manufacturer shall be covered against defects in materials and workmanship for

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a two (2) year period from time of delivery and acceptance. All components covered by separate manufacturer/suppliers including, but not limited to engines (minimum five (5) year, 100,000 miles), transmissions (minimum five (5) year, unlimited miles), axles and brakes (minimum one (1) year), tires and batteries shall maintain the warranty as provided by the component manufacturer/supplier. A copy of the standard warranty and all component parts warranties shall be provided upon delivery of the fire apparatus.

Frame Warranty: The fire apparatus manufacturer shall provide a full lifetime frame warranty. The warranty shall cover all apparatus manufacturer designed frames and frame members against defects in materials and workmanship for the lifetime of the fire apparatus. All warranty repairs are to include all parts and labor required to make the repair including pickup and return of the fire apparatus. A copy of the warranty document shall be provided upon delivery of the fire apparatus.

Structural Warranty: The fire apparatus manufacturer shall provide a comprehensive ten (10) year/100,000 mile structural warranty. The warranty shall cover all structural components of the cab and body manufactured by the fire apparatus manufacturer against defects in materials and workmanship for ten (10) years or 100,000 miles, whichever occurs first. Excluded from this warranty are all hardware, mechanical items, electrical items and paint finishes. A copy of the warranty document shall be provided upon delivery of the fire apparatus.

Polypropylene Tank Warranty: The fire apparatus manufacturer shall provide a full lifetime polypropylene tank warranty. The warranty shall cover all defects in materials and workmanship of the polypropylene tank for the lifetime of the fire apparatus. All warranty repairs are to include all parts and labor required to make the repair including pickup and return of the fire apparatus. A copy of the warranty document shall be provided upon delivery of the fire apparatus.

Stainless Steel Plumbing Components Warranty: The fire apparatus manufacturer shall provide a full ten (10) year stainless steel plumbing components warranty. The warranty shall cover all defects in materials and workmanship of fire apparatus manufacturer designed foam/water plumbing system stainless steel components for ten (10) years. All warranty repairs are to include all parts and labor required to make the repair including pickup and return of the fire apparatus. A copy of the warranty document shall be provided upon delivery of the fire apparatus.

Paint and Corrosion Warranty: The apparatus manufacturer shall provide a full ten (10) year paint and lifetime corrosion perforation warranty. This warranty shall cover paint peeling, cracking, blistering, and corrosion provided the vehicle is used in a normal and reasonable manner.

Vehicle Graphic Warranty: The apparatus manufacturer shall provide quality graphic material on all Fire Apparatus units and liquid adhesive edges on the rear chevrons. Warranty shall cover peeling, cracking, blistering, and corrosion provided the vehicle is used in a normal and reasonable manner. Manufacturer shall cover against defects in materials and workmanship for a three (3) year period from time of delivery and acceptance.

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17. LABOR FOR NON-WARRANTY WORK

The CONTRACT establishes an hourly labor rate for non-warranty work at the factory and on-site in Orange County when such work is required and ordered by the COUNTY. The labor rate for non-warranty work accomplished in Orange County shall be inclusive of all expenses including, but not limited to fuel, travel to and from the job site and per diem.

The Contractor shall fully warrant all parts and services furnished hereunder against defect in materials and/or workmanship for a period of twelve (12) months from date of delivery/acceptance by Orange County.
All refurbishment work shall be covered by a one (1) year standard warranty for the complete refurbishment.

18. DISCOUNTS/REBATES/INCENTIVES

The CONTRACTOR shall offer any discounts, rebates and incentives as they become available, appropriate and beneficial to the COUNTY.

19. MOST FAVORABLE CUSTOMER PRICING

If during the term of the contract, the CONTRACTOR offers a more favorable pricing structure to another customer, the CONTRACTOR shall also make available to the COUNTY that more favorable pricing structure for an equal period of time as the more favorable pricing structure is offered and available to the other customer.

20. TRADE-INS

When trade-in units are offered, the COUNTY reserves the right to purchase with or without trade-in units, whichever will serve the best interest of the County. It is the CONTRACTOR'S sole responsibility to inspect the equipment offered for trade-in. Trade-in equipment carries no warranties and is traded “as is", “where is”.

21. PRE-CONSTRUCTION CONFERENCE AND INSPECTIONS / VISITS

A. A pre-construction conference shall be coordinated between the COUNTY and the CONTRACTOR to review each apparatus order prior to apparatus construction. The pre-construction conference shall include, but not be limited to review of specifications and drawings with the CONTRACTOR'S engineering staff to ensure a complete understanding of all apparatus requirements.

B. A mid-point inspection meeting shall be coordinated between the COUNTY and the CONTRACTOR prior to "body load". The mid-point inspection shall include, but not be limited to, inspection of the chassis, body, wiring, Fire Pump, etc. to ensure compliance with specifications.

C. A final inspection shall be coordinated between the COUNTY and the CONTRACTOR prior to apparatus delivery. The final inspection shall take place when the apparatus construction is complete and shall include, but not be limited to, a full and thorough performance test and evaluation of the apparatus and all integrated systems and verification that all specifications have been met. The CONTRACTOR

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shall provide any and all information necessary to facilitate the final inspection including any third party certifications such as pump testing, aerial ladder testing etc.

Should the E-One apparatus be found not ready for delivery, the CONTRACTOR shall bear any and all expenses for any additional inspection visits by the COUNTY to the CONTRACTOR'S facility.

22. MANUALS

The following manuals, in electronic format (stored on its own Flash Drive) and in the quantities indicated, shall be delivered with each piece of equipment. The cost of these manuals shall be included in the unit price.

E-One Operations Manual Two (2) copies

Parts Manual Two (2) copies

"As Built" Wiring Schematics/Diagrams on all electrical components Two (2) copies

Repair Manual Two (2) copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

1. Statement of Origin
2. Warranty Certifications
3. Copy of pre-delivery service report
4. Fire Pump Testing inspection report & certification
5. Aerial Ladder Testing inspection report & certification (If Applicable)
6. DHSMV-V-40, Application for Certification of Title/Registration
7. Check for Title - payable to the current Orange County Tax Collector
8. Temporary tag / County Tag
9. Sales Tax Exemption form (if required).

23. INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

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Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

☒ Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $1,000,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

☒ Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $1,000,000 (one million dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

☒ Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

☒ Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds $100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event

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which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:
Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:

https://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRequirementsFAQ-CERT.pdf

24. CONTRACT TERM/RENEWAL

A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of five (5) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the

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terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.

B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.

C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.

D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

25. PRICING

The County requires a firm price for the initial one year period. All percentage discounts shall remain firm for the entire contract period. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

26. MANUFACTURER'S LIST PRICE

A. Bid shall be in the form of one fixed (across the board) discount off current manufacturer's list price only.

B. Awarded vendor(s) shall furnish Procurement Division and each requesting division, with their bid submittal, current manufacturer's list price, in the form of electronic copy on a USB Flash Drive properly identified as to price and column designation for each category and clearly reflecting awarded discount.

C. Price adjustment – Discount off manufacturer's list price shall remain the same throughout the life of the contract. Changes to manufacturer's price list may be submitted to the Procurement Division for consideration. Upon receipt of written acceptance from the County, awarded vendor(s) shall furnish new manufacturer's list price to all using divisions.

27. PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award for all line items not priced on a fixed percentage discount. All percentage discounts shall remain firm for the entire contract period. .

The original contract prices shall be firm for an initial one (1) year period. A price escalation/de-escalation will be considered at one (1) year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date. Price adjustments shall be based

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on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = **Percentage Change**

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

28. METHOD OF ORDERING

The County shall issue Delivery (Purchase) Orders against the contract on an as needed basis for the goods or services listed on the Bid Response Form.

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29. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

30. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

If the Manager, Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

31. PERSONNEL

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

B. All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. By execution of this contract, the Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy two (72) hours to review any request made by the Contractor for any change, alteration, or substitution of staff. The Contractor shall ensure that such substituted staff members are of substantially the same qualifications as those approved by the County at the time of contract award and create no conflicts of interest between the Contractor and the County.

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D. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

32. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

33. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In accordance with the Registered Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered prime Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In the event of a tie between an M/WBE and a registered prime SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

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SECTION 3
SCOPE OF SERVICES

SCOPE OF SERVICES

GENERAL INFORMATION

To provide professional services in the area of the provision of Fire Apparatus, as more specifically set forth in the scope of services detailed herein.

The County's representative/liaison during the performance of this contract shall be Sourcing Coordinator or Fire Rescue Fleet Battalion Chief at 407 836-8233.

E-ONE APPARATUS

All E-One apparatus provided by the Contractor shall meet the minimum requirements of the National Fire Protection Association (NFPA) as stated in NFPA Pamphlet 1901 or the most current NFPA for Pumper, Aerial, Tanker and Specialty Fire Apparatus and of the National Fire Protection Association (NFPA) as stated in NFPA Pamphlet 1906 or the most current NFPA for Woods Fire Apparatus.

Contractor's authorized facility shall have the shop capacity of fifteen (15) indoor service bays at a minimum that can house E-One Pumpers, Tankers, Brush Trucks, Aerial Platforms, Specialty Apparatus, etc.

FACTORY TRAINING

The Contractor shall administer one hundred-sixty (160) hours of factory training per year, for each year of the contract, for troubleshooting, servicing and maintaining County equipment purchased under this contract for all County Fire Apparatus Technicians. Factory training shall be conducted at a County facility at no additional cost to the County for the duration of this contract. The dates, times and duration of training shall be mutually agreed upon by the Contractor and the County. All training materials including, but not limited to technical publications, training aids, handouts, study materials, etc. shall be provided by the Contractor at no additional cost to the County.

FACTORY AUTHORIZED SERVICE CENTER

The Contractor shall certify the Orange County Fire Rescue Fleet Maintenance Facility as an authorized service center capable of back charging the Contractor for warranty work at the hourly labor rate specified in the contract.

REPAIR AND SERVICE RESPONSE TIMES

The Contractor shall adhere to a response time of not greater than four (4) hours to any apparatus out of service covered under warranty in the County seven (7) days a week. The Contractor shall adhere to a response time of not greater than twenty-four (24) hours to any apparatus not out of service covered under warranty in the County Monday through Friday.

Contractor shall have as part of their fleet a minimum of (6) mobile service repair trucks that can handle on-call and on-site service calls for warranty and non-warranty work.

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In the event a fire apparatus vehicle is sent to a third party repair service facility, the facility shall be an OEM Authorized Dealer for engine repair, aerial ladder and pump testing and/or repairs, suspension repairs, warranty repairs and diagnostics repairs. The Contractor shall provide a detailed list of all costs of services including but not limited to hourly labor, parts and equipment and shall be authorized by the County prior to commencing work.

REQUIRED CERTIFIED EMERGENCY VEHICLE TECHNICIANS

The Contractor shall have a minimum of twenty (20) Certified Emergency Vehicle Technician's (EVT) dedicated to work on Orange County Fire Rescue account.

PARTS/EQUIPMENT

The Contractor shall fully warrant all parts and services furnished hereunder against defect in materials and/or workmanship for a period of twelve (12) months from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County.

The Contractor shall maintain an inventory of high use E-One parts/equipment to ensure availability. The Contractor shall provide a parts list with pricing/quote and the percentage discount off of the manufacturer's list price for all parts. The Contractor shall provide an Internet based parts information system and make it available for use by employees of the Orange County Fire Rescue to assist in identifying, parts, equipment, and the ordering of parts.

All warranty provisions of the Uniform Commercial Code shall additionally apply.

PARTS AVAILABILITY

The Contractor shall deliver stock parts no later than five (5) business days from receipt of delivery order.

For parts which require longer lead times, the Contractor shall be responsible for notifying the County prior to accepting a delivery order. The Contractor shall be responsible for providing the anticipated delivery date from receipt of delivery order.

The Contractor shall deliver parts which are required urgently via verbal communication and/or email from the County. This shall be delivered within forty-eight (48) hours of verbal or e-mail request, these shall be referred to as "Truck Down" Deliveries. "Truck Down" delivery is a delivery that is required to occur within forty-eight (48) hours of parts order placed. Usually a critical vehicle is down and waiting for a part to be repaired. The verbal and or written urgent request shall only be received by the County Representative or designee. The Contractor shall provide the County's Representative or designee contact information within (2) days of the award.

REFURBISHMENT

Refurbishment of County owned E-One fire apparatus shall be accomplished by mutual agreement as to the extent of the refurbishment needed for each individual piece of fire apparatus.

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Refurbishment shall be accomplished pursuant to NFPA Pamphlet 1912 or the most current standards for Fire Apparatus Refurbishing, most current edition. All work and materials shall match as closely as possible the original equipment installed on the vehicle when it was manufactured. As specified by the County, materials shall be upgraded as applicable to bring the fire apparatus into compliance with the most current safety and performance standards.

All refurbishment work shall be covered by a one (1) year standard warranty for the complete refurbishment. A copy of the standard warranty and all component parts warranties shall be provided upon delivery of the refurbished fire apparatus.

Paint and corrosion warranty for refurbished fire apparatus shall be as follows:

Ten (10) year limited paint and corrosion perforation warranty. This warranty shall cover paint peeling, cracking, blistering, and corrosion provided the vehicle is used in a normal and reasonable manner.

The paint shall be prorated for ten (10) years as follows:

Topcoat & Appearance: Gloss, Color Retention, Cracking
0 to 72 months 100%
73 to 120 months 50%

Coating System, Adhesion & Corrosion:
Includes dissimilar metal corrosion, Flaking, Blistering, Bubbling

0 to 36 months 100%
37 to 84 months 50%
85 to 120 months 25%

Corrosion perforation shall be covered 100% for ten (10) years. Corrosion perforation is defined as complete penetration through the exterior metal of the apparatus. The warranty period shall begin upon delivery of the apparatus to the original user- purchaser. A copy of the warranty document shall be provided with the proposal. UV paint fade shall be covered in a separate warranty supplied by Akzo Nobel (Sikkens) and shall be for a minimum of ten (10) years. Refurbishment costs shall be in accordance with the appropriate contract pricing as it relates to particular apparatus configurations and shall be detailed by specific costs for equipment, parts and labor.

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Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION

IMPORTANT NOTE:

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.**
(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)

Bidders are cautioned, when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

STATEMENT OF NO-BID

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Melisa.Vergara@ocfl.net, referencing the IFB number, and briefly explain why the decision was made to not participate.

SUBMITTAL LABEL:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are **strongly encouraged** to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

If submitting via mail or hard copy, use the hard-copy label below and place on front of their outermost sealed envelope/package.

DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN
RESERVED FOR PUBLIC BID OPENING

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

_____

CONTACT: **MELISA VERGARA**
IFB NUMBER: **Y20-1023-MV**
TITLE: **FIRE APPARATUS**

BID DUE DATE: _____

DELIVER TO:

ORANGE COUNTY PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

QUALIFICATION OF BIDDERS

BID PACKAGE REQUIREMENTS:

- In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

- Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

- If submitting via mail or hand delivery, Bidders must submit one (1) original, two (2) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.

- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

[ ] 1. Reference Documentation Form
(Required)

Bidder shall complete the attached Reference Documentation Form. References shall be for clients who contracted with the bidder similar **in scope and magnitude** for the Fire Apparatus purchase, service repairs, parts and equipment satisfactorily completed and shall validate the following capabilities and experience:

1. Services and repairs, maintenance of a minimum of fifteen (15) emergency vehicles simultaneously at large commercial or government entities.
(Required)

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

[ ] 2. Bidder shall provide a statement on company letterhead confirming the Contractor has the shop capacity of fifteen (15) indoor service bays at a minimum that can house E-One Pumpers, Tankers, Brush Trucks, Aerial Platforms, Specialty Apparatus, etc.
(Required)

[ ] 3. Bidder shall provide a statement on company letterhead confirming the Contractor has a minimum of (6) mobile service repair trucks that can handle on-call and on-site service calls for warranty and non-warranty work.
(Required)

[ ] 4. Provide a list of Certified Emergency Vehicle Technicians from Emergency Vehicle Technical Support, Inc. (EVT) dedicated to work on Orange County Fire Rescue account by Name and title, contemplated to perform the work. Provide copies of all certifications.
(Required)

[ ] 5. A statement on company letterhead confirming the Vendor's capability (including On-site based OEM level diagnostic computers and access to OEM level diagnostic manuals) to perform repairs, including but not limited to All Emergency One (E-One) Apparatus.
(Required)

[ ] 6. Provide a statement on company's letterhead confirming the Contractor has an on-hands applicable parts inventory minimum of $3 Million.
(Required)

[ ] 7. Provide a statement on company letterhead confirming the Contractor is an OEM authorized dealer and capable to repair and provide parts for any Emergency One (E-One) Pumpers, Tankers, Brush Trucks, Aerial Platforms, Specialty Apparatus, etc.
(Required)

[ ] 8. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein.
(Required)

[ ] 9. Bid Response Form
(Required)

[ ] 10. Acknowledgement of Addenda
(Required if Applicable)

[ ] 11. Authorized Signatories/Negotiators
(Required)

[ ] 12. Drug-Free Workplace
(Required)

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

[ ] 13. Schedule of Sub-contracting
(Required if Applicable)

[ ] 14. Conflict/Non-Conflict of Interest Form
(Required)

[ ] 15. E-Verification Certification
(Required)

[ ] 16. Current W9
(Required)

[ ] 17. Relationship Disclosure Form
(Required to be Submitted and Notarized)

[ ] 18. Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)

[ ] 19. Agent Authorization Form
(Submit if Applicable)

[ ] 20. Leased Employee Affidavit
(Submit if Applicable)

[ ] 21. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)

[ ] 22. Contract **Y20-1023-MV**, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

Failure to submit the above requested information may be cause for rejection of your bid.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

BID RESPONSE FORM
IFB #Y20-1023-MV

The Contractor shall provide all labor and other resources necessary to provide E-ONE equipment, parts and services ONLY in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. **This is a brand specific contract and no other brands or equivalents will be allowed. For all non-stock parts purchases, markup shall be based on E-ONE Manufacturer's List Price.**

Note: The percentage mark-up or mark-down from E-One Manufacturer's List Price shall be indicated by checking the applicable box. Failure to indicate will deem the bid non-responsive.

EXAMPLE: ESTIMATED DOLLAR AMOUNT $100,000 - 10% MARK-DOWN ($10,000) = $90,000
+ 10% MARK-UP ($10,000) = $110,000

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL DOLLAR ($) AMOUNT	MINUS OR PLUS (check one box per line item)	PERCENTAGE (%) DISCOUNT FROM MSRP	=	TOTAL ESTIMATE ANNUAL BI
	FIRE APPARATUS					
1	Commercial Chassis Pumpers and Tankers	**$100,000**	**Mark up ☐ or Mark down ☐**	_____%	=	$_____
2	Custom Chassis Pumpers and Tankers	**$4,700.000**	**Mark up ☐ or Mark down ☐**	_____%	=	$_____
3	Mini Pumpers	**$100,000**	**Mark up ☐ or Mark down ☐**	_____%	=	$_____
4	Woods Fire Fighting Apparatus	**$100,000**	**Mark up ☐ or Mark down ☐**	_____%	=	$_____

_____
Company Name

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL DOLLAR ($) AMOUNT	MINUS OR PLUS (check one box per line item)	PERCENTAGE (%) DISCOUNT FROM MSRP	=	TOTAL ESTIMATE ANNUAL BI
			Mark up ☐			
			or			
5	Commercial Chassis Rescues	**100,000.00**	Mark down ☐	_____%	=	$_____
			Mark up ☐			
			or			
6	Custom Chassis Rescue	**$100,000.00**	Mark down ☐	_____%	=	$_____
			Mark up ☐			
			or			
7	Aerial Ladders and Platform	**$1,300,000.00**	Mark down ☐	_____%	=	$_____
			Mark up ☐			
			or			
8	Specialty Units	**$1,300,000.00**	Mark down ☐	_____%	=	$_____
			Mark up ☐			
			or			
9	Refurbishment of Fire Apparatus	**$200,000.00**	Mark down ☐	_____%	=	$_____
			Mark up ☐			
			or			
10	Equipment/Accessories, FOB Destination	**$100,000.00**	Mark down ☐	_____%	=	$_____
	Parts, FOB Destination		Mark up ☐			
	For all non-stock parts purchases, markup shall be		or			
11	based on E-One Manufacturer's List Price	**$200,000.00**	Mark down ☐	_____%	=	$_____

_____

Company Name

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire

	OTHER SERVICES	ESTIMATED ANNUAL QUANTITY	X	UNIT PRICE (HOURLY)	=	TOTAL ESTIMATED ANNUAL BID
12	3rd Party OEM Authorized Dealer for Engine Repairs, Aerial Ladder and Pump Testing and/or repairs, Suspension Repairs, Warranty Repairs, and Diagnostics	$100,000	X	$_____	=	$_____
13	Non-Warranty Labor at Factory Location	1,000 hours	X	$_____	=	$_____
14	Non-Warranty Labor at Orange County and/or Contractor/Factory	3,000 hours	X	$_____	=	$_____
	TOTAL ESTIMATED ANNUAL BID (LINES 1 THROUGH 14)				=	$_____
					X 5	**(FIVE YEARS)**
	TOTAL BID FOR FIVE (5) YEARS				=	$_____

_____
Company Name

Parts/Service Availability (ARO):

Parts _____ hours _____ calendar days, Service _____hours _____calendar days

Nearest Parts/Service Location: _____

List contact person/telephone number for service facility: _____
_____

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Delivery shall be per Special Terms and Conditions #7 After Receipt of Order (ARO).
Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: _____ D-U-N-S® # _____

_____

(Street No. or P.O. Box Number) (Street Name) (City)

_____

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

(Signature) (Date)

(Title)

(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit

____ Joint Venture* ____ Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: _____

* *Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determin Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint vent agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project* ***proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insura in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the partie the Joint venture will not be accepted.*** *Failure to timely submit the required form along with an attached writ copy of the joint venture agreement may result in disqualification of your Bid Response*

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

REFERENCE DOCUMENTATION FORM

List three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: _____

   Owner's Name: _____

   Description of goods or services provided: _____

   _____

   Contract Amount: _____

   Start and End Date of Contract: _____

   Contact Person: _____

   Address: _____

   _____

   Telephone Number: _____

   Email Address: _____

2. Company Name: _____

   Owner's Name: _____

   Description of goods or services provided: _____

   _____

   Contract Amount: _____

   Start and End Date of Contract: _____

   Contact Person: _____

   Address: _____

   _____

   Telephone Number: _____

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

_____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

_____

Telephone Number: _____

Email Address: _____

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

_____
Bidder's Signature

_____
Date

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

SCHEDULE OF SUBCONTRACTING, IFB NO. Y20-1023-MV

As specified in the General Terms and Conditions and in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

Company Name: _____

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[ ] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[ ] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

E VERIFICATION CERTIFICATION

Contract No.Y20-1023-MV

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y20-1023-MV, FIRE APPARATUS**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

_____

_____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY BIDDER

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

_____

Business Address (Street/P.O. Box, City and Zip Code):

_____

_____

Business Phone: ( )_____

Facsimile: ( )_____

INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE: (Agent Authorization Form also required to be attached)

Name of Bidder's Authorized Agent:

_____

Business Address (Street/P.O. Box, City and Zip Code):

_____

_____

Business Phone: ( )_____

Facsimile: ( )_____

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ YES ____ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

____ YES ____ NO

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ YES ____ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

_____

_____

_____

(Use additional sheets of paper if necessary)

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ _____

Signature of Bidder Date

Printed Name and Title of Person completing this form:

_____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM

Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the
matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

_____

Name and Address of Principal's Authorized Agent, if applicable: _____

_____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
2. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
3. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
4. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
5. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
6. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
7. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
8. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	$

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ _____

Date Signature of ⌂ Principal or ⌂ Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

_____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT

Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

means communicating "indirectly with the County Mayor or any other member of the [BCC]" by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means "the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist." *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?
Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?
The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?
In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?
The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

CONCLUSION:
We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE)_____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

_____ _____

Signature of Bidder Date

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the bidder is submitting as a joint venture, please be advised that this form MUST be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE BIDDER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: ( ) NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture:_____

_____

_____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture:_____

_____

_____

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

_____

_____

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

   (a) Profit and loss sharing:

   _____

   _____

   (b) Capital contributions, including equipment:

   _____

   _____

   (c) Other applicable ownership interests:

   _____

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

   (a) Financial decisions:_____

   (b) Management decisions, such as:

   (1) Estimating:

   _____

   _____

   _____

   (2) Marketing and sales:

   _____

   _____

   _____

   (3) Hiring and firing of management personnel:

   _____

   _____

   _____

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

_____

_____

_____

(c) Supervision of field operations:

_____

_____

_____

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

*** Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____	Name of Firm: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐ online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

ORANGE COUNTY, FLORIDA *Procurement Division*

CONTRACT NO. Y20-1023-MV
FIRE APPARATUS

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

   A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

   Orange County Fire Rescue
   4400 Vineland Rd, Orlando, FL 32811
   Attention: Sourcing Coordinator
   Phone: (407) 836-8238

   B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y20-1023-MV, FIRE APPARATUS - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

_____
(COMPANY NAME)

BY: _____ (Authorized Signatory

_____ (Name)

_____ (Title)

DATE: _____

NOTICES: _____ (Address)

_____ (Address)

_____ (City, State Zip)

_____ (Phone)

_____ (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award

A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y20-1023-MV, FIRE APPARATUS - Term Contract**.

B. This contract is effective **EFFECTIVE DATE,** and shall remain in effect through **EXPIRATION DATE.**

C. The estimated contract award for the initial term of the contract is

$_____

D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.

E. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Zulay Millan, Assistant Manager
Procurement Division

DATE: _____

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

Attachment: E-One bid for Orange County Contract Y20-1023-MV (2021-R-92 : Purchase of E-One Fire Apparatus)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **October 26, 2021**
FROM: **Stella Gurnee**
SUBJECT: **Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life Insurance – RFP #21HRD001**
NUMBER: **(ID # 3521)**
APPLICANT:
PLANNER:

DISCUSSION:

The City issued a Request for Proposal (RFP) with the sole intent of obtaining bids from interested qualified firms licensed to do business in the State of Florida offering to provide Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life insurance in accordance with the Request for Proposal specifications identified in RFP #21HRD001. The city's current contract with Brown & Brown, Employee Benefits Division, is set to expire at the end of December 2021. Two firms who provide these group insurance services submitted proposals.

1. Brown & Brown Insurance, Employee Benefits
2. Acentria Public Risk

The proposals will be reviewed by the City Commission who will identify the best qualified to partner with the City in providing the desired services. The City Commission's award is final. The presentations by the vendors will be delivered to the City Commission at a properly noticed public meeting on Tuesday, October 26, 2021 at 5:00 p.m.

The City Commission will independently rank the two firms based on the following criteria:

Qualifications of Firms: (max 25 points)
Experience of Team: (max 10 points)
Responsiveness to Requested Scope: (max 20 points)
Plan Design, Cost and Provider Disruption: (max 40 points)
References: (max 5 points)

FISCAL ANALYSIS:

The bid indicated that the submitting firms Brokers must submit with their proposal their last audited financial statement issued by a Certified Public Accountant that:

- Is dated no earlier than the eighteen (18) months prior to the proposal return date specified in this RFP: or

- offers an unqualified opinion of the financial viability of the person or organization; and
- the City reserves the right for its appropriate representative to review only those records pertaining to the contact awarded because of these documents submitted and can thus determine if the terms, conditions, and specification of the contract can be followed based upon the vendor's financial viability.

Acentria Public Risk provided incomplete Financial statements that did not include Financial statement notes or an auditor's opinion. Brown and Brown did not submit any Financial statements. Therefore, Finance staff was unable to review the financial viability of either firm.

The fiscal year 2021-2022 budget includes sufficient funds to award this contract.

STAFF RECOMMENDATION:

Award bid based on bid evaluation made by the City Commission.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH THE FIRM SELECTED BY THE CITY COMMISSION PER THE TERMS AND CONDITIONS SET FORTH IN RFP #21HRD001. AUTHORIZE THE CITY MANAGER TO EXECUTE OTHER REQUIRED FORMS.

- RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (PDF)
- City of Holly Hill RFP 2021 Brown and Brown Response (PDF)
- RFP No. 21HRD001 Acentria Public Risk Response (PDF)

REQUEST FOR PROPOSAL
City of Holly Hill

RFP #21HRD001

BROKER SERVICES, MEDICAL, DENTAL, VISION, FIREFIGHTER CANCER, AND LIFE BENEFITS

HOLLY HILL
FLORIDA

Issued By:

Diane Cole
Human Resources Manager

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

CITY OF HOLLY HILL

NOTICE TO PROPOSERS

BID NO. RFP #21HRD001

NOTICE IS HEREBY GIVEN that the City of Holly Hill is accepting sealed proposals at the City Hall by the City Clerk, 1065 Ridgewood Ave, Holly Hill, Florida, until 2:00 p.m. on Tuesday, October 12, 2021. The sealed proposals and will opened in the City Commission Chambers immediately following the submittal closing time for the following:

BROKER SERVICES, MEDICAL, DENTAL, VISION, FIREFIGHTER CANCER, AND LIFE BENEFITS

It is the intent and purpose of the City of Holly Hill that this Request for Proposal promotes competitive selection. It is the Proposer's responsibility to advise the City Clerk if any language, requirements, etc., or any combination thereof inadvertently restricts or limits the requirements stated in this Request for Proposal.

Notice shall be posted on the City's the Vendor Link website https://www.myvendorlink.com. Proposals are solicited and shall be made pursuant to Resolution 2018-30 and will be evaluated in accordance with the provision thereof. Resolution 2018-30 is on file in the Office of the City Clerk of the City of Holly Hill. Proposals must comply and be submitted in accordance with the proposal specifications which may be obtained at the Vendor Link website or City Hall, 1065 Ridgewood Ave, Holly Hill, Florida, any time prior to the bid opening. Questions shall be directed to the Human Resources Manager, Diane Cole at dcole@hollyhillfl.org.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

RFP #21HRD001

BROKER SERVICES, MEDICAL, DENTAL, VISION, FIREFIGHTER CANCER, AND LIFE BENEFITS

Critical Dates

Activity:	Date:	Location:
RFP Issued	Friday, September 10, 2021	VendorLink
Question End Date	Monday, September 20, 2021, 5PM	dcole@HollyHillFL.org
Bid Opening (All Responses in by 2:00PM local time).	Tuesday, October 12, 2021, 2PM	City Commission Chamber, 1065 Ridgewood Avenue, Holly Hill, FL 32117
Vendor Presentations to City Commission	Tuesday, October 26, 2021, 5PM	City Commission Chamber, 1065 Ridgewood Avenue, Holly Hill, FL 32117
Award by City Council (tentative date)	Tuesday, October 26, 2021	City Commission Chamber, 1065 Ridgewood Avenue, Holly Hill, FL 32117
Coverages begin	January 1, 2022	

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

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HOLLY HILL
FLORIDA

1065 Ridgewood Avenue
Holly Hill, Florida 32117
Telephone (386) 248-9440
Fax (386) 248-9498

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: BROKER SERVICES, MEDICAL, DENTAL, VISION, FIREFIGHTER CANCER, AND LIFE BENEFITS

RFP NUMBER: 21HRD001

RFP OPENING DATE & TIME: October 12, 2021, 2:00pm

RFP DEADLINE FOR QUESTIONS: September 20, 2021, 5:00pm

CONTRACT START DATE: January 1, 2022

RFP OPENING LOCATION: 1065 Ridgewood Avenue, Holly Hill, FL 32117, City Hall, Large Conference Room

PRE-SUBMITTAL MEETING: N/A

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____ FAX NUMBER: _____

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Holly Hill, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Holly Hill all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Holly Hill. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED) / TITLE

_____
DATE

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Holly Hill, located in east central Florida on the banks of the Halifax River (Intra-Coastal Waterway) bounded on the north by Ormond Beach and the south by Daytona Beach, has issued this Request for Proposals with the sole purpose and intent of obtaining bids from interested qualified firms licensed to do business in the State of Florida offering to provide **Broker Services, Medical, Dental, Vision, Firefighter Cancer, and Life Insurance** in accordance with the specifications stated and/or attached herein/hereto.

The City of Holly Hill will contract with a firm experienced in the placement and servicing of its employee benefit insurance program. This insurance program includes Medical, Dental, Vision, Firefighter Cancer, and Life employee insurance coverages along with Broker Services.

It is the intent and purpose of the City of Holly Hill (City) that this Request for Proposal promotes competitive selection. It shall be the Vendor's responsibility to advise the City's Clerk if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

Sealed Proposals must be delivered **no later than** the date and time listed in the Timetable above. All times referenced are local time.

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, City of Holly Hill, City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida, until the date and time referenced in the Timetable above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly and the names of all Vendors shall be read aloud.

The City of Holly Hill reserves the right to reject any or all proposals or parts of proposals if it is in the best interest of the City.

II. BACKGROUND

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill's Annual Comprehensive Financial Report for fiscal year 2019-2020, which is available upon request from the City Clerk. The City's Annual Budget for fiscal year 2020-2021 can be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

III. INQUIRIES

Direct questions related to this **RFP** to Diane Cole, Human Resource Director, and submit such questions in writing to dcole@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

IV. GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or 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.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Holly Hill cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Holly Hill in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of VendorLink (www.myvendorlink.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than VendorLink, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the City Clerk's Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the City Clerk's Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of the authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Holly Hill reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Holly Hill.

MINORITY POLICIES: The City of Holly Hill, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Holly Hill reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Holly Hill is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Holly Hill, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Holly Hill and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Holly Hill. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

NO LOBBYING: All Vendors are hereby placed on notice that the City of Holly Hill Commission, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the Human Resources Manager or Finance Director who are designated for the purpose to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted proposals for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW: Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(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.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

THE CITY OF HOLLY HILL RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

A. The City of Holly Hill reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The contract could be terminated at any time due to the vendor's default under terms of the agreement.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Holly Hill and the firm selected.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

AMERICANS WITH DISABILITIES ACT (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the Human Resources office at 386-248-9440 at least 48 hours before the scheduled event.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

V. SCOPE OF SERVICES

AGENT OF RECORD SERVICES FOR EMPLOYEE BENEFIT PROGRAMS

The City of Holly Hill is currently fully-insured with Florida Health Care plans. The health plan provides coverage to full-time employees, their eligible dependents and retirees. The City of Holly Hill has approximately 107 full-time employees including the City Commission. There are 46 enrolled retirees in the basic life insurance plan with currently 7 retirees enrolled in the medical plan and one COBRA participant in the medical plan.

Currently, employees hired prior to January 1, 2021 have a choice between two plans with Florida Health Care: a Health Savings Account – POS plan and an HMO plan. Employees hired January 1, 2021 and thereafter are only entitled to enroll in the Health Savings Account plan.

The City of Holly Hill also offers an employer-paid basic life plan with AD&D which is currently with USAble with a dependent and voluntary life option for employees to enroll and are responsible for 100% of the premium, as well as a fire cancer policy through Chubb – which is only provided for firefighters, and paid entirely by the City. Also, offered are PPO dental and vision plans through MetLife and EyeMed which are 100% paid by the employee.

New hire insurance is effective the 1st of the month following 30 days of employment and termination occurs on the last day of the month of which the employee is employed.

The City of Holly Hill is seeking a qualified Agent of Record for the purpose of reviewing and evaluating ongoing employee benefit programs to assure such programs are complying with all Federal, State, and Local rules. The Agent of Record will be expected to market carriers who can provide group Medical, Dental, Vision, Fire Cancer, and Life insurance in an effort to obtain the best product at the best price for the calendar year beginning January 1, 2022 and submit said proposals with this RFP. The term of this agreement will be one year beginning January 1, 2022. The agreement should include an option of the continuation of services for three (3) additional one (1) calendar year period renewals thereafter between the City and the selected firm. Employee benefit programs include Medical, Dental, Vision, Fire Cancer, and Life insurance products and services. The Agent of Record will advise on current trends or innovative programs that may be of interest to or benefit the City of Holly Hill employee benefit programs. The City of Holly Hill reserves the right to add, modify, or delete coverages as determined to be in the best interest of the city. All coverages are to be proposed to the City net of commission. Included within the scope of services the Agent of Record will facilitate claim review and coverage issues as requested.

The attachments to the bid show current plan designs, premiums and employee contributions. Please propose benefit plans that duplicate the current benefit levels as close as possible, as well at the alternate design that the City is requesting to promote clinic utilization similar to that offered through Florida Health Care's Wellness Centers. Specify how any other plan benefit options deviate from the current plan designs.

The City of Holly Hill is requesting sealed proposals for insurance coverage for the following lines of group coverage:

Medical
Dental
Vision
Fire Cancer
Life

The proposer will be expected to provide equal or exceed present services. Submittals are requested for fully-insured quotes. Insurance is to be effective beginning January 1, 2022.

Please provide the City of Holly Hill with the Scope of Services that your agency provided as the Agent of Record proposer for the Employee Benefits Program. The scope of services must include:

- Medical proposers and pharmacy benefit providers are expected to provide fully insured proposals and alternate funding proposals.
- The City currently has a proactive wellness and disease management program, including participation incentives, including but not limited to health screenings, flu shot programs, health risk assessments and health fairs. Please provide details in your proposal of all current program offerings including,if applicable, any additional cost. Proposals should detail the support staff and other assistance that will be provided.
- Proposers are encouraged to include performance guarantees, implementation guarantees, service guarantees and network guarantees.
- Proposer must be able to offer a high qualify, accessible provider network(s) sufficient to meet the needs and geographic diversity of a group covering in excess of 120 individuals with their dependents. Provider network must include hospital, physician, and other provider services in Volusia, Seminole, Lake, Brevard, Flagler and St. Johns Counties. Please note that local or regional networks can be proposed, but it is the City's preference that national networks be made available to the employees, retirees and their dependents.
- Proposer is to include a copy of their preferred drug listing for consideration.
- It is the responsibility of the successful proposers to provide the necessary forms, papers, etc., for initial enrollment and also the administration of benefits including but not limited to: brochures outlining schedule of benefits, directories, certificates, claim forms, identification cards, benefit booklets, etc., where applicable.
- Please provide sample reports that the City would be able to receive on a monthly, quarterly and annual basis.
- It is a requirement of the City to award the contract to a vendor that offers an interactive website that would allow employees the ability to research the status of their claims on the internet, research information such as Preferred Drug Lists, search provider directories, etc.
- The City is requesting the Agent of Record to include an on-line enrollment and electronic administration of the City's benefit programs, all proposers must have technological capacity to transmit and accept eligibility files from your proposing system, and demonstrate security measures in place to protect sensitive data.
- It is a requirement that the Agent of Record awarded this contract provide representative(s) to assist with implementation, open enrollment, employee communications and ongoing assistance with routine plan administration. Please provide a proposed schedule given that the tentative award date of October 26, 2021 and enrollment start date of November 15, 2021 with a January 1, 2022 effective date.

ATTACHED EXHIBITS:

Section V – Exhibits – RFQ Employee Benefits – 2022

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

VI. QUESTIONNAIRE:

Where applicable please check the correct response:

Q1. Is the Agent of Record properly licensed by the State of Florida; currently in good standing with the State of Florida Department of Insurance and all other applicable regulatory entities to conduct business in the state and provide the required services requested.

A1: ☐ Yes ☐ No

Q2. Does the Agent of Record have a minimum of five (5) years of experience in providing governmental insurance services?

A2 ☐ Yes ☐ No

Q3. Has the Agent of Record had municipal clients within the last ten (10) years?

A3 ☐ Yes ☐ No

If yes, please provide a list five (5) clients below.

Q4. Can the Agent of Record produce reference contacts from municipal clients serviced within the past ten (10) years?

A4 ☐ Yes ☐ No

If yes, please list entity name(s), contact name(s) and contact phone number(s) below. **NOTE:** Contacts listed will be validated.

Q5. As an Agent of Record, do you have benefit seminar planning experience?

A5 ☐ Yes ☐ No

Q6. As an Agent of Record, do you understand the Scope of Services?

A6 ☐ Yes ☐ No

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Q7. As an Agent of Record have you had government experience with the following types of insurance and service?

A7.	**Agent of Record:**	
Medical:	☐ Yes	☐ No
Vision:	☐ Yes	☐ No
Dental:	☐ Yes	☐ No
Long Term Disability:	☐ Yes	☐ No
Life:	☐ Yes	☐ No
Flexible Spending Plan:	☐ Yes	☐ No
Claims Services:	☐ Yes	☐ No
Voluntary Benefits Services:	☐ Yes	☐ No

Q8. Have Agent of Record or any member of your agency ever been indicted, convicted, plead guilty or plead no contest to the commission of a felony?

A8. ☐ Yes ☐ No

Q9. As an Agent of Record, does your agency hold a minimum of five million dollars in professional errors and omissions liability insurance?

A9: ☐ Yes ☐ No
If not, what is the limit? _____

Q10. Have Agent of Record or any member of your agency been involved in any claim or litigation with any Federal, State or Local Government or Private Entity?

A10. ☐ Yes ☐ No

Q11. As an Agent of Record, do you have preferred status with the insurance carriers? If so, please list which carriers and at what level:

A11. **Carrier**: **Preferred Status with Carrier**:

_____

_____

_____

Q12. Who will be the City's principal contact(s) for this project? Provide name, title, and a brief description of the individual(s) experience in brokering benefit coverage.

A12. _____

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

VII. SUBMISSION DETAILS

The submittal shall be organized in a binder form and contain the following required information in the order presented below:

- **Cover Letter** (2-page limit) - List the name, address, email address, phone numbers of the contact person for your RFP response. A statement confirming your firm meets the minimum requirements as presented in Section VI. Qualifications, key elements of the proposal and any other useful information. State number of office in Florida, number of employee in Florida and the number of public entities handled.
- **Company Overview** (2- page limit) – A brief description of the firm, similar page work during the last 3 years, firm's size, structure, financial capacity, available resources and any additional related company information.
- **Scope of Services** – Please respond to each question and elaborate when needed. Simply stating "confirmed" to each statement and question will not be acceptable.
- **Key Personnel** (3 - page limit) – (1 page dedicated to an organizational chart) – Identify and provide general information for key personnel, their experience, knowledge and education/background. Provide an organizational chart describing the member(s) of your servicing team that would be dedicated to the City, including the average tenure of service team.
- **Premiums** (9- page Limit) – submitted as follows:
    - Provide a summary page, indicating any coverage not being provided, any deviations from coverages requested and outline any brokerage/agent fees that apply wither based on percentages or flat rates.
    - Proposed health benefits from the carriers – please provide a side-by-side comparison of current and proposed plans and rates
- Other Information – Include copies of all applicable licenses and Errors and Omissions certificate.
- Brokers must, as of the proposal return date specified in this RFP, provide proof that they have been operating successfully in the State of Florida for a minimum of five of the most recent (5) consecutive years.
- **Brokers must submit with their proposal their last audited financial statement issued by a Certified Public Accountant that:**
    - Is dated no earlier than the eighteen (18) months prior to the proposal return date specified in this RFP: or
    - offers an unqualified opinion of the financial viability of the person or organization; and
    - the City reserves the right for its appropriate representative to review only those records pertaining to the contact awarded because of these documents submitted and can thus determine if the terms, conditions, and specification of the contract can be followed based

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

upon the vendor's financial viability.

MINIMUM QUALIFICATIONS OF PROPOSED INSURERS

No proposer shall be accepted by the City where insurance coverage is to be provided by an insurer or organization which has a rating less than "A" in the "Best Key Rating Guide" published by A.M. Best & Company.

If the coverage is to be provided by a person or organization not rated by the designated rating firm listed above, proposals or such coverage or service shall only be accepted if the person or organization providing the service or coverage:

Has, as of the proposal return date specified in this RFP, been successfully operating in the State of Florida for a minimum of five (5) consecutive years;

Submits with its proposal its last audited financial statement issued by a certified public accountant that:

1. is dated no earlier than eighteen (18) months prior to the proposal return date specified in this RFP; or
2. offers an unqualified opinion of the financial viability of the person or organization; and
3. the City reserves the right for its internal auditor or appropriate representative to review only those records pertaining to the contract awarded because of these documents submitted and can thus determine if the terms, conditions and specifications of the contract can be followed based on the vendor's financial viability.

VIII. SEPARABILTY OF COVERAGES

It is the desire of the City to have the flexibility to purchase all proposed coverages either as a package in whole, or to purchase each proposed line of business on a "Stand Alone" basis. Those lines that must be purchased in combination with or as part of other coverages should be specifically stated in the proposal. Therefore, all proposals shall include a premium breakdown for each line of business proposed. If different premiums will apply to coverages when purchased separately, they should be specifically and clearly stated. Unless otherwise stated in the proposal, it will be assumed that the coverage(s) can be purchased separately. Although this RFP is written to request several types of coverage, at the sole discretion of the City, one or more types of coverage may not be purchased.

IX. CONTRACT TERM/COMPLETION TIME

The initial contract term shall be for a period of one year, commencing on January 1, 2022 and continuing through December 31, 2022. Rates shall be guaranteed for a minimum of twelve (12) months. This agreement should include an option of the continuation of services for three (3) additional, one (1) calendar year periods thereafter between the City and the selected firm – subject to approval of City Commission, and approval of the budget for the then-current fiscal year. However, the City maintains the right to add, modify, or delete coverages as determined to be in the best interest of the City.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

The RFP, all Addenda released, the response to the RFP with all attachments, and the Agreement will constitute the complete agreement between the proposer and the City. In the event of a conflict between the terms of the RFP, response to the RFP, and the terms of the Agreement, the terms of the Agreement shall be final and binding, and the RFP shall control where in conflict with the proposal.

X. INVOICES AND PAYMENT TERMS

Unless indicated to the contrary on the Proposal Form, the City will not accept an invoice for first payment until delivery of a policy or contract conforming to the proposal offered to and accepted by the City. Each invoice shall fully detail the related costs. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Sections 218.70 through 218.80, Florida Statutes, as amended.

XI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Human Resources Manager at (386) 248-9440, or by e-mail at: dcole@hollyhillfl.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Holly Hill.

Deadline for Submission: To be considered, proposals must be received no later than Tuesday, October 12, 2021 at 2:00 PM.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until Monday, September 20, 2021 at 5:00pm. Questions received after that time will not be responded to. Answers to questions will be distributed in the form of an addendum published on www.myvendorlink.com .

Please direct written inquiries to:

Diane Cole
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
Telephone: (386) 248-9440
FAX: (386) 248-9448
dcole@hollyhillfl.org

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: The City must receive one (1) original, five (5) copies, and one (1) digital file of your submittal no later than the date and time specified above.

Submit proposals to:
Valerie Manning, City Clerk,
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117.

The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document and registered through the vendorlink website.

Rejection Rights: The City of Holly Hill reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Holly Hill for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

XII. EVALUATION PROCESS AND CRITERIA

Companies submitting proposals will be required to present their proposals to the City Commission at 5:00PM on Tuesday, October 26, 2021, in the Board Chambers at the City of Holly Hill, City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117. At that time, the City Commission will evaluate the submissions utilizing the criteria below.

Criteria used to select firms include:

EVALUATION CRITERIA	POINTS
Qualifications of Firm: • Shows a strong knowledge of how to provide, place, and structure governmental entity/municipal insurance coverages. (0 to 5 points) • Proves a successful history of providing governmental entity/municipal insurance coverages and administration of benefit plans. (0 to 10 points) • Firm's size, structure, financial capacity. (0 to 10 points) **TOTAL ELIGIBLE POINTS: 25**	
Experience of Team: • Team members have experience in providing governmental entity/municipal insurance coverages. (0 to 10 points) **TOTAL ELIGIBLE POINTS: 10**	
Responsiveness to Requested Scope: • Shows a deep understanding of the entire scope of governmental entity/municipal insurance coverages and services being requested herein. (0 to 10 points) • Able, at a minimum, to meet all of the principle areas defined in the RFP's Scope of Services. (0 to 10 points) **TOTAL ELIGIBLE POINTS: 20**	
Plan Design, Cost and Provider Disruption: • Demonstrates a proven ability and creative approach to cost control, structuring and obtaining the best rates. • Provides competitive rates for the current plan design as well as the alternate design requested. (0 to 40 points) **TOTAL ELIGIBLE POINTS: 40**	
References: • List strong references reflecting examples of successfully providing similar services to other local governmental entities. (0 to 5 points) **TOTAL ELIGIBLE POINTS: 5**	
TOTAL POINTS	

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

The evaluation criteria will be reviewed by the City Commission. This process will culminate with the identification of those considered to be the best qualified to partner with the City in providing the desired services and will be presented to the City commission for award of the bid. The City Commission's award is final. Accordingly, since other factors in addition to price will be considered, the City reserves the right to award the contract to other than the Vendor submitting the lowest price submittal, to accept or reject any submittal or portion thereof, and to negotiate or not negotiate with any firm.

The City reserves the following rights:

- The City reserves the right to use consultants, insurance specialists, peer review groups, and others, as determined by the City, to assist the City in the evaluation of proposals.
- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Holly Hill reserves the right to reject that proposal. The City shall be the sole judge of the proposer's qualifications.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

XIII. INSURANCE CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made and entered by and between the City of Holly Hill (City) and _____(Agent of Record).

WITNESSETH

WHEREAS, the City desires to retain and engage an AGENT OF RECORD for the City for employee benefit programs.

WHEREAS, the parties hereto have reached an understanding with each other regarding the professional services to be performed and the compensation to be paid for such services as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) Engagement and Scope of Service. The City hereby retains the Agent of Record and the Agent of Record hereby accepts said engagement for the purpose of providing the City with professional services related to the City's insurance, including but not limited to:

a) Continually review the City's insurances and make recommendations to the City regarding all issues related to the City's insurances, including but not limited to the types of insurance needed, appropriate coverages and appropriate deductibles.

b) Market the insurance coverages on an annual basis including review of coverage forms, terms and conditions.

c) Review all insurance submittals and provide a summary to the City of all relevant information regarding each submittal including an evaluation of the limits, retentions, coverages, exclusions and pricing of all submittals. Agent of Record shall make a written recommendation to the City and detail the basis for the recommendation, including an evaluation of the limits, retentions and coverages. Agent of Record shall also evaluate the financial strength and solvency of each bidder.

d) Assist the City in negotiating coverages, policy language, services, limits, retention and price with a proposed insurer. Provide expertise in negotiations with insurers to obtain acceptable policy terms and conditions and in the preparation of manuscript forms and endorsements.

e) Assist the City to facilitate the review of all claims and to advocate for the City's interest.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

f) Assist the City in all disputes with the City's insurance companies and to advocate for the City's interest.

g) Continually review and monitor applicable rules and laws and assure that the City's insurance programs are in compliance with all Federal, State, and Local rules. Ensure that all insurance coverage provided by the City's insurer's at all times meet or exceed the City's requested coverage. Continually monitor the financial strength and solvency of each of the City's insurance companies and advise the City of condition(s) that may adversely impact the insurance company's ability to fulfill its contractual obligations to the City.

h) Assess the cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City.

i) Advise on current trends or innovative programs that may be of interest to or benefit the City.

j) Provide such other assistance as the City may request from the Agent of Record related to the City's insurance.

2) City Insurance. The Agent of Record agrees to provide the service described in Paragraph 1 above for all of the City's Employee Benefit insurance, including insurance the City does not currently have but may elect to purchase during the term of this Agreement. The City's insurance shall at a minimum consist of the following:

(a) Employee Benefit Programs. Benefits shall include dental, vision, life, and voluntary benefit services.

3) Duration and Termination. The initial term of this Agreement shall be from 01/01/2022 date and shall expire on 12/31/2022. The City shall have the right to exercise three (3) successive one (1) year extensions on the same terms and conditions by providing the Agent of Record with written notice at least thirty (30) days before the end of the term of the City's intent to exercise the extension. In the event the City does not provide written notice of intent to exercise the extension, the Agreement shall expire. The Agreement may be terminated during the term as follows:

a. Either party shall have the right to terminate without cause upon providing the other party at least thirty (30) days advance written notice. If the Agent of Record terminates without cause, the Agent of Record shall not be entitled to any compensation from the effective date of termination. The City has the option of waiving the thirty (30) day notice and making the termination effective at an earlier date including up to the date of receipt of the notice. In the event the City terminates without cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated.

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b. Either party shall have the right to terminate for cause upon providing the other party written notice outlining in detail the breach(s). The breaching party shall have thirty (30) days from receipt of said notice to correct the breach(s). In the event the breach(s) are not corrected within said period of time, the non-breaching party can terminate immediately upon providing the breaching party a written notice of termination. In the event the City terminates for cause, the Agent of Record shall not be entitled to receive any additional compensation after the effective date of the termination as provided in the written notice of termination. In the event the Agent of Record terminates for cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated. The only basis for the Agent of Record to terminate for cause is in the event the City fails to pay the Agent of Record compensation that is due and owing.

4. Compensation. The Agent of Record shall be paid the total sum of $_____ for the services rendered for the duration of the contract.

Year One: $_____ Period 01/01/2022 – 12/31/2022

Options (if elected by City)
Year Two: $_____ Period 01/01/2023 – 12/31/2023
Year Three: $_____ Period 01/01/2024 – 12/31/2024
Year Four: $_____ Period 01/01/2025 – 12/31/2025

Total four years $_____

One-half of the Annual compensation shall be paid within thirty (30) days of the City purchasing/renewing all insurance covered by this Agreement. The annual balance shall be paid in four equal quarterly installments from the effective date of this Agreement through the end of the annual period. Payment shall be made by the 15th of the first month of the quarter. Agent of Record shall be responsible for all costs it incurs in providing the City the services outlined in this Agreement. Agent of Record shall execute an affidavit(s) at the request of the City attesting that the insurance premiums paid by the City are net of any commission or other benefit paid to the Agent of Record and that the Agent of Record has not received any compensation or any other form of benefit due to the City purchasing said insurance(s) other than the compensation paid by the City.

5. Prohibited Services, Compensation and Conflicts. The Agent of Record hereby represents that the only compensation or any other form of benefit the Agent of Record received or will receive in any way related to the insurance obtained pursuant to this Agreement is the compensation set forth in Paragraph 4 above. The Agent of Record will act in the capacity as a broker, agent or agent of record for any insurance obtained or procured pursuant to this Agreement. At all times the Agent of Record shall avoid any relationship with any of the City's insurance companies that would create or give the appearance of a conflict of interest. Any questionable relationship shall be disclosed to the City and the City shall make the final determination as to whether the relationship creates a conflict of interest. In the event the City determines that a relationship creates

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

a conflict of interest, the Agent of Record shall either not have the relationship with the insurance company or terminate this agreement without cause.

6. Insurance. The Agent of Record shall at a minimum provide the following insurance and the City shall be named as an additional named insured on each policy:

a) Commercial liability insurance in an amount of not less than $1,000,000 combined single limit, per occurrence for bodily injury and property damage.

b) Automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Agent of Record, in an amount of not less than $1,000,000 combined single limit per occurrence for bodily injury and property.

c) Workers' compensation insurance for all employees of the proposing agency as required by Florida Law to include employee liability of not less than $500,000 for each occurrence.

d) Errors and omissions liability coverage in an amount of not less than $5,000,000.

7. Governing Law, Venue, Attorney Fees and Severability. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed by laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for any litigation arising out of or in any way related to this Agreement shall be in State Court, Volusia County, Florida and the Agent of Record specifically waives any Federal Court jurisdiction. The prevailing party in any litigation arising out of or in any way to related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs, including all cost of appeal.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the services to be performed and furnished by the Agent of Record hereunder. No statement, representation, writing understanding or agreement made by either party, or any representative of either party, which is not expressed herein shall not be binding. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

9. This Agreement shall be effective on _____.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

City of Holly Hill_____ _____

By:_____ By:_____

Title:_____ Title:_____

Date:_____ Date:_____

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

City of Holly Hill
Request for Proposals (RFP)
Broker Services, Medical, Dental, Vision, Firefighter Cancer, and Life Benefits
RFP #21HRD001

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____
(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

City of Holly Hill
Request for Proposals (RFP)
Broker Services, Medical, Dental, Vision, Firefighter Cancer, and Life Benefits
RFP #21HRD001

CITY OF HOLLY HILL, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

City of Holly Hill
Request for Proposals (RFP)
Broker Services, Medical, Dental, Vision, Firefighter Cancer, and Life Benefits
RFP #21HRD001
CITY OF HOLLY HILL, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have 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 violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Company Name

Authorized Signature

Print Name

Title

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

RFQ#

BROKER SERVICES, MEDICAL, DENTAL, VISION AND LIFE BENEFITS

SECTION II: EXHIBITS

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

CITY OF HOLLY HILL



Your Benefits Overview

Effective 1/1/2021 - 12/31/2021

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter



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General Information

Florida Health Care Plans (FHCP) is a local HMO who also has the strength and network of BCBS for out of network care. They have contracts with all of the local hospitals making it convenient for you to receive care. There are multiple FHCP locations in the Volusia, Flagler, Seminole and Brevard service area where 'one stop shopping' is available. Under one roof you can see your primary care physician, a specialist, visit the pharmacy, have an ultrasound, EKG, or an x-ray performed as well as receive injections and infusions.

FHCP requires you to designate a primary care physician if you select an HMO plan. When a visit to a specialist is needed, your primary care physician will give you a referral.

Where can I find an in-network provider?

- Directories of participating service providers may be found by visiting www.fhcp.com. If you do not have internet access, you may call Member Services at 386-615-4022.

What is a "Copayment"?

- A copayment is a pre-determined amount you must pay out-of-pocket when seeing a service provider. It is paid directly to the provider and is due at the time services are rendered. If you are unsure of what you need to pay for a particular service, you can call customer service at the toll-free telephone number listed on the back of your ID card.

What is a "Deductible"?

- A deductible is a pre-determined amount that is paid by you before the insurer begins to pay (excludes copayments).

What is "Coinsurance"?

- Coinsurance is the percentage paid by the insurer and the percentage paid by you after you have met the deductible.

What is "Precertification"?

- Certain services, such as hospitalization or outpatient surgery, may require prior authorization with your insurer to verify coverage for those services. When required, your participating physician must obtain a precertification for you prior to your treatment.

Should I use my Primary Care Physician, Doctor on Demand, an Extended Hours Care Center, or the Emergency Room?

- Use your Primary Care Physician for chronic conditions, like arthritis, high blood pressure, and diabetes. Reasons to use a video visit via Doctor on Demand are cough, cold or flu, sinus or bladder infections. Extended Hours Care Centers are also for acute conditions and immunizations, offering short wait times. The reason to visit an Emergency room is of any life threatening emergency, and severe symptoms such as chest pain or uncontrolled bleeding.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Qualifying Life Events

If you experience any of the below qualifying life events, you must contact Human Resources within 30 days of the event to be able to make changes to your benefits. Proof of the event is required in order to successfully make the requested changes to your plans.

- ⇒ Marriage
- ⇒ Divorce or legal separation (subject to State regulations)
- ⇒ Death of spouse, child or other qualified dependent
- ⇒ Birth or adoption of child
- ⇒ Loss of other group coverage
- ⇒ Change in employment status for employee, spouse or dependent
- ⇒ Change in residence due to an employment transfer
- ⇒ Change of dependent status



This Benefits-At-A-Glance booklet is designed to provide basic information to employees on benefit plans and programs available January 01, 2021– December 31, 2021. It does not detail all of the provisions, restrictions and exclusions of the various benefit programs documented in the carrier contract or the Summary Plan Description (SPD). This booklet does not constitute an SPD or Plan Document as defined by the Employee Retirement Income Security Act (ERISA). 3

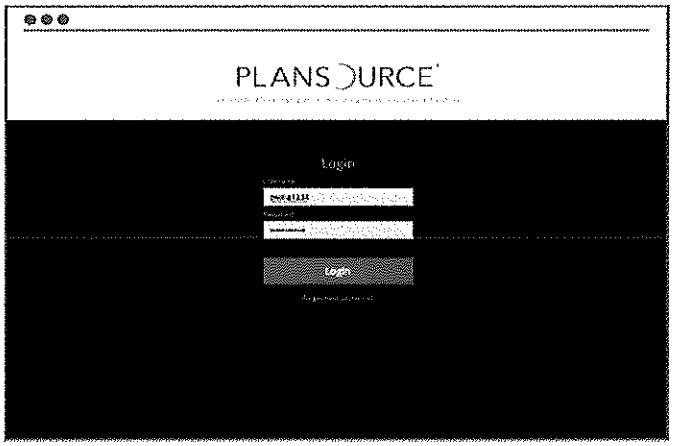
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PLANSOURCE®

All full time benefits-eligible employees must complete an enrollment online including those who are not making any changes and those waiving coverage.

Enrollment Instructions

To enroll in benefits, go to: https://benefits.plansource.com



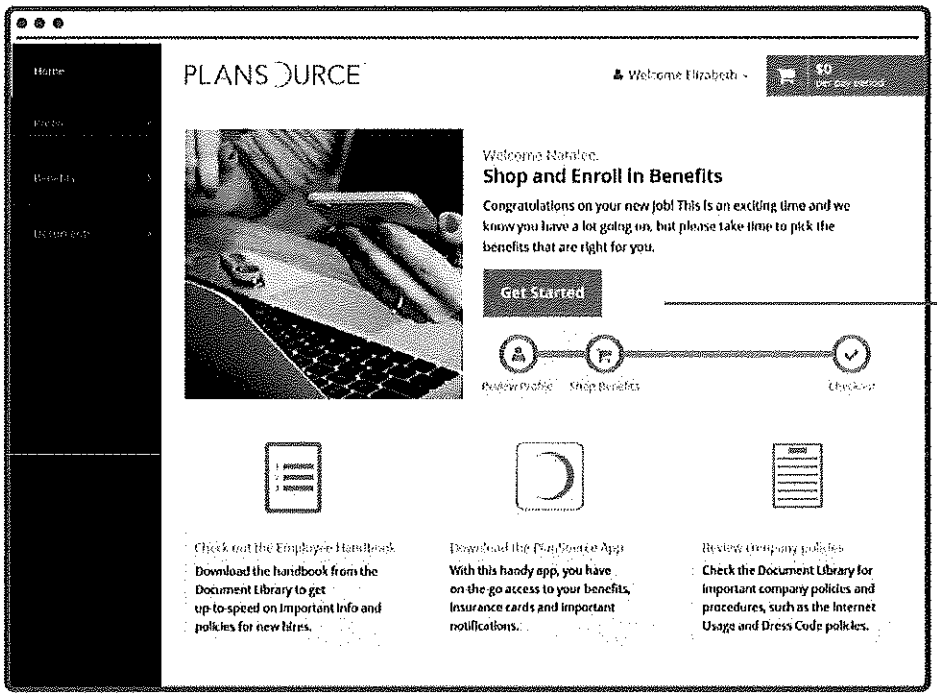
Login Page: Enter username & password to get started.

Username: Your username is the first initial of your first name, up to the first six letters of your last name, and the last four digits of your SSN.

For example, if your name is Taylor Williams, and the last four digits of your SSN are 1234, your username would be twillia1234.

Password: Your initial password is your birthdate in the YYYYMMDD format.

So, if your birthdate is June 4, 1979, your password would be 19790604. The first time you log in, you will be prompted to change your password.

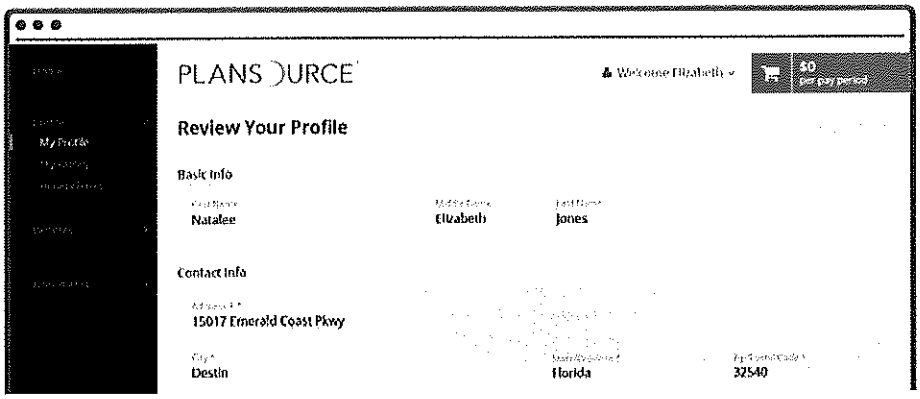


Homepage

On the Homepage, click "Get Started" to begin.

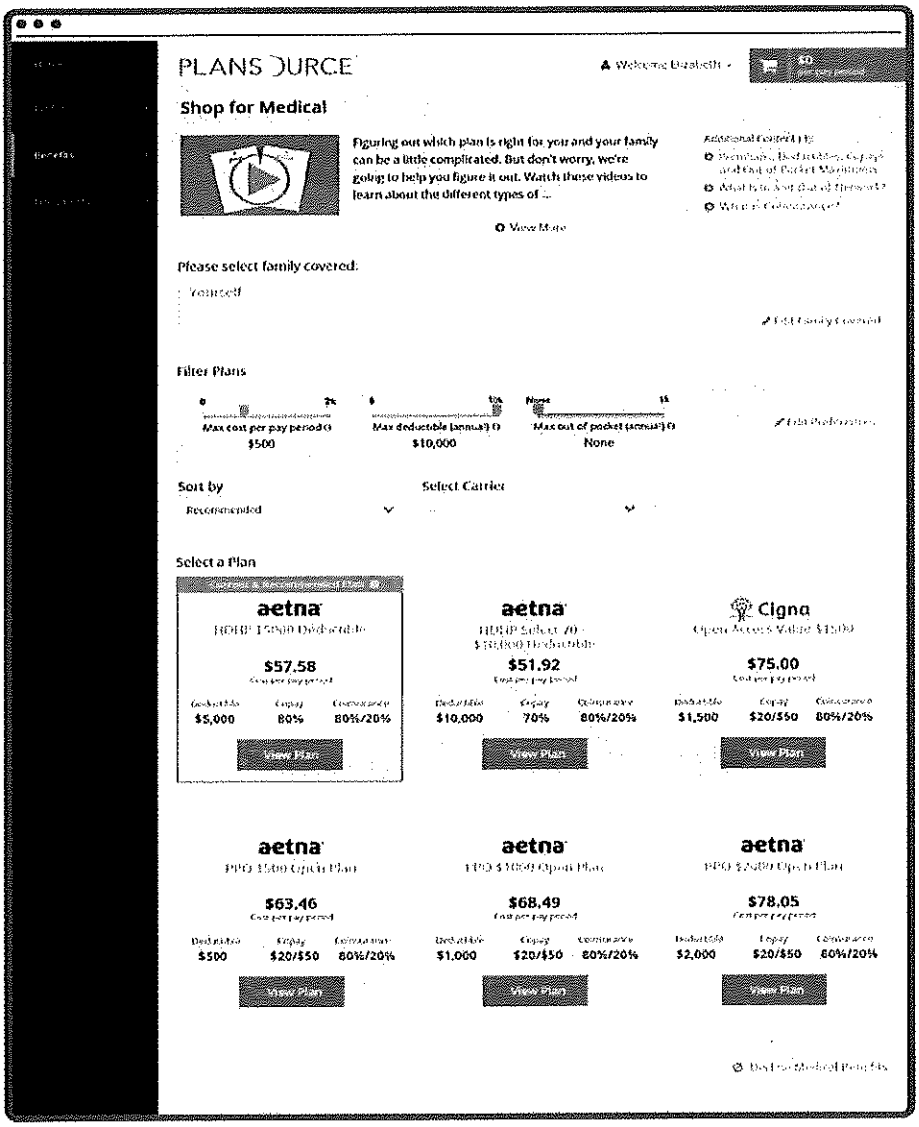
Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Enroll in Benefits



Profile

First, you'll be asked to review and update your profile and ensure that all information listed about yourself and your family members is correct.

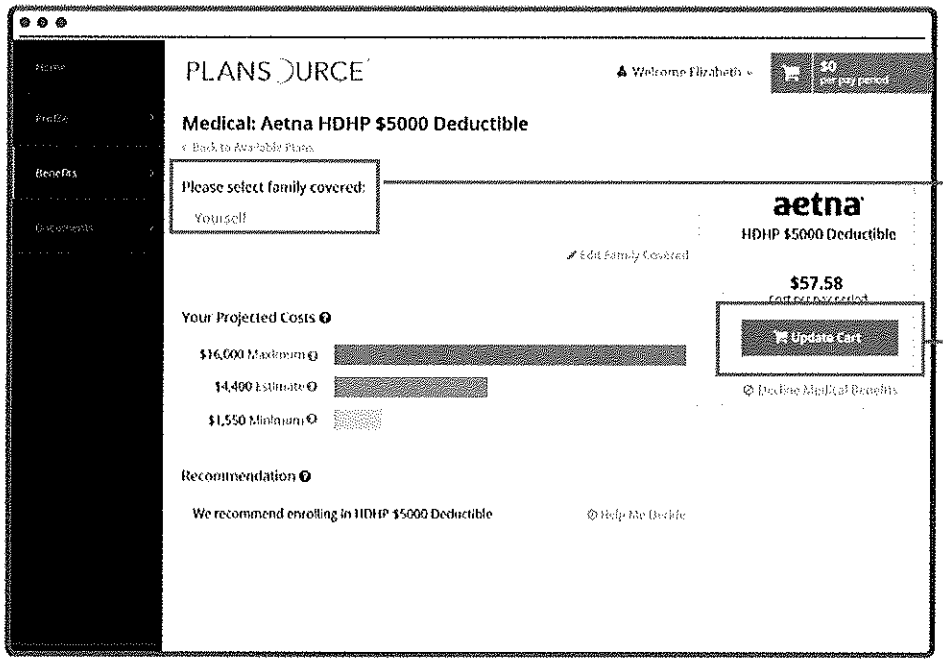


Shop for Benefits

You can then begin shopping for benefits!

Educational material about the specific plan type is available at the top of the page.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter



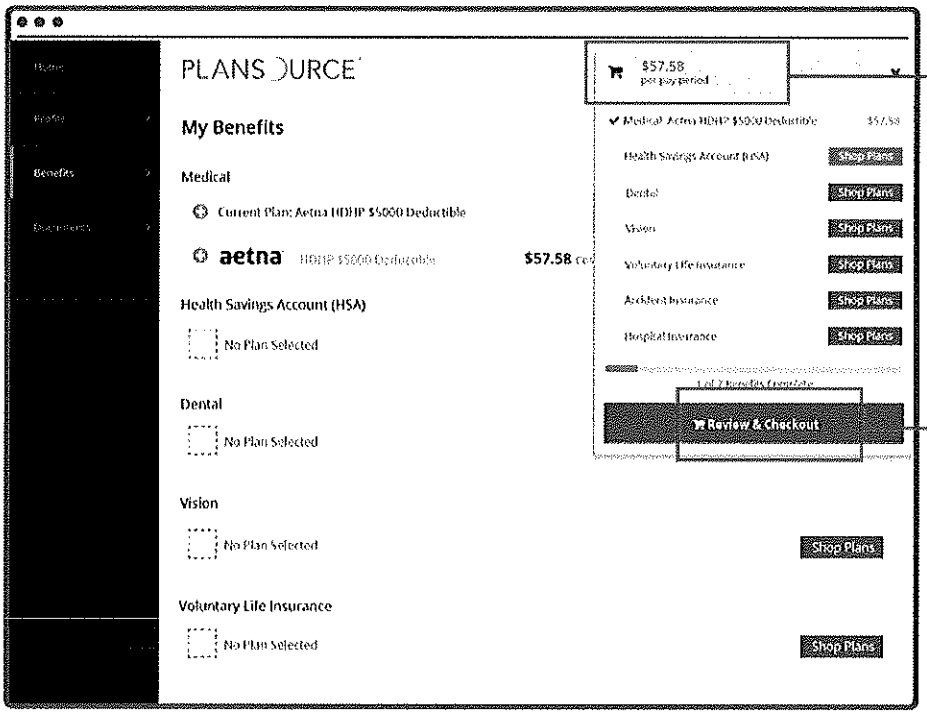
Plan Details

The plan detail page will give you information about each plan, including deductible, cost per pay period and projected costs.

Select Plan

To select a plan, indicate which family members are covered by clicking "edit family covered" and select the card for each family member you'd like to be on the plan.

Click "Update Cart" to



Shopping Cart

The shopping cart displays a running total of your combined benefits costs and shows your progress. You will need to select or decline a plan in each benefit type before you

Checkout

To finalize your choices, click "Review and Checkout and then "Checkout"." You must complete the checkout process in order to be enrolled in ben-

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Member Portal



By being a **Florida Health Care Plans** member, you automatically receive services that are free for you and your dependents use. Below are some of these services. For more information, log on to your member portal at www.fhcp.com.

- Find a Provider/Facility
- Health Care Reform Information
- Member Portal Login
- Member Wellness Programs
- Glossary of Health Coverage and Medical Terms
- Summary of Benefits Coverage
- Case Management
- Utilization Management

Florida Health Care Member Portal

Florida Health Care's Member Portal is available 24 hours a day, 7 days a week, 365 days a year. The Member Portal has three main sections, Health Portal, Documents Portal and Member Resources. See below for a description of each portal.

The Health Portal: Here you will find the "Welcome to Wellness" Health Risk assessment and Health Management Tool. After you register, you have the opportunity to complete a personalized health risk assessment that will provide insight on different areas of improvement concerning members health. This also allows access to a database of thousands of articles, programs and news related to health and health conditions.

If you utilize a FHCP staff physician, you can access the Patient Portal which will allow you to communicate directly with your FHCP staff physician, make an appointment or request prescription refills.

The Documents Portal: Here you will be obtain view and print your Certificate of Coverage (Member Handbook) which describes your rights and obligations along with FHCP rights and obligations with respect to the coverage and benefits provided. You will also be able to view and print your benefit summary and any applicable benefit riders.

Member Resources: Provides access to common FHCP programs, contacts, resources and forms.

Member Wellness Programs

As a FHCP member, you have access to their Wellness Programs which provides information on:

- Weight Management
- Diabetes
- Acute Low Back and Neck Pain
- Nutrition Program
- Exercise
- Matter of Balance - a program designed to manage falls and increase activity levels and balance.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Member Portal (Continued)

You also have access to **Florida Health Care Healthy Living Preferred Fitness Program**. The facilities on the authorized list are authorized to perform a Fitness Evaluation for a small fee. The evaluation consists of Health & weight measurements, blood pressure/ pulse rate, body fat percentage, flexibility and range of motion measures, balance and V02 Max– a measure of Oxygen consumption during aerobic exercise. Please refer to the Health Living Handout included with your enrollment materials.

Nurse Advice Line

FHCP has partnered with Carenet Healthcare Services to provide members with access to highly skilled, registered nurses 24 hours a day, 7 days a week, 365 days a year to assist with their health concerns. If you need help understanding a condition or symptom, want to ask a Registered Nurse a confidential health question or wondering where to go for care, the Nurse Advice Line is available to you at no cost. It also has a 24 hour Audio Health Library that contains over 1, 500 English and Spanish topics as well as current community health concerns and announcements.

Contact the Nurse Advice Line at 866-548-0727.

Doctor on Demand—www.doctorondemand.com/fhcp

Affordable—Visits with a medical doctor are $10 Copay*, and visits with a psychologist are $30. Please check your schedule of benefits to see if a deductible applies. If so, medical visits are $40, and psychologist visits are $50 for 25 minutes and $95 for 50 minutes, until the deductible is met.

Convenient—Stay in bed and get rid of your cold, flu or other common medical issues.

Fast & Easy—Connect with a physician within 90 seconds. Book an appointment with a psychologist. Meet great Doctors who are Board-certified and licensed in Florida.

Treat Nearly Everything—Nearly any non-emergency medical issue or emotional health issue such as anxiety and depression can be treated using Doctor on Demand.

Get a Prescription—Doctors can send quick and paperless prescription fulfillment to your pharmacy (No controlled drugs prescribed).

Text "**FHCP**" to **68398** or download the app from the App Store on your smartphone or tablet today!



Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Medical Insurance Coverage Options

Florida Health Care Plans
An Independent Licensee of the Blue Cross and Blue Shield Association

Provided by Florida Health Care | *www.fhcp.com* | *1 (877) 615-4022*

Plan Name	T32	HDHP POS (HSA) T95
Name of Network	**HMO**	**POS/HSA**
Calendar Year Deductible		
Individual	$0	$1,400
Family	$0	$2,800
Annual Out-of-Pocket Maximum (Includes deductible, copays, coinsurance)		
Individual	$2,500	$3,000
Family	$5,000	$6,000
Coinsurance (Coins) (Amount paid after deductible is met)		
You pay…..	15%	20%
Physician Services		
Office Visit	$20 Copay	Deductible + Coinsurance
Specialist	$35 Copay	Deductible + Coinsurance
Chiropractic Care	$15 Copay	Deductible + Coinsurance
Adult and Child Wellness Exams	100% Covered	100% Covered
Hospital Services		
Inpatient Hospital Per Admission	$250/day (5 day max)	Deductible + Coinsurance
Emergency Room	$200 Copay	Deductible + Coinsurance
Urgent Care	$75 Copay	Deductible + Coinsurance
Prescription Drugs		
	FHCP | Walgreens	**FHCP | Walgreens**
Preferred Generic	$3 | $15	$3* | $15*
Non Preferred Generic	$10 | $15	$10* | $15*
Preferred Brand	$30 | $35	$30* | $35*
Non-preferred Brand	$55 | $60	$55* | $60*
Preferred Specialty	15% Coinsurance | N/A	15% Coinsurance* | N/A
Non Preferred Specialty	25% Coinsurance | N/A	25% Coinsurance* | N/A
Mail Order (90 Day Supply)	$6 | $27 | $87 | $162	$6* | $27* | $87* | $162* *After Deductible
Non-Network		
Calendar Year Deductible Ind/(Fam.)	N/A	$2,800 / $5,600
Out of Pocket Max Ind/(Family)		$6,000 / $12,000
Coinsurance		40%

Medical plan rates– *deductions based on participation in the City's Wellness Initiative Plan.

Based on your 24 insurance deductions

*Enrolled dependents are covered until the end of the calendar year during which the dependent reaches age 26.

Who is covered	T32*	T95
You Only	$ 41.35	$ 0
You + Spouse	$ 322.14	$ 196.92
You + Child(ren)*	$ 322.14	$ 196.92
You + Family	$ 476.37	$ 305.08

This Benefits-At-A-Glance booklet is designed to provide basic information to employees on benefit plans and programs available January 01, 2021– December 31, 2021. It does not detail all of the provisions, restrictions and exclusions of the various benefit programs documented in the carrier contract or the Summary Plan Description (SPD). This booklet does not constitute an SPD or Plan Document as defined by the Employee Retirement Income Security Act (ERISA). 9

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Health Savings Account

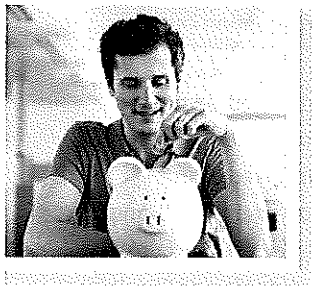
Qualifying High-Deductible Health Insurance Plan

Provides health care benefits after the deductible has been met.

Health Savings Account pays for out-of-pocket expenses incurred before the deductible is met.

A health savings account (HSA) combines high deductible health insurance with a tax-favored savings account. Money in the savings account can help pay the costs of qualified medical expenses not covered by medical insurance for you and your dependents. Money left in the savings account earns interest and is yours to keep.

- EMPLOYEE OWNED ACCOUNT
- Pre-tax contributions
- City of Holly Hill will contribute **$1,895.00** for the plan year (prorated based on hire date) to an HSA account for each employee who enrolls in the High Deductible Health Plan if the employee completes all requirements as established in the Wellness Initiative Plan.
- Pay for any qualified medical expenses. (See IRS Publication 502 for a list of qualified medical expenses).
- Maximum annual contribution:
  - ⇒ Employee only coverage: $3,600
  - ⇒ Family coverage: $7,200
  - ⇒ Age 55 or older – additional election of $1,000



To be HSA-eligible for a month, an individual must:

- ♦ Be covered by an HDHP on the first day of the month;
- ♦ Not be covered by other health coverage that is not an HDHP (with certain exceptions);
- ♦ Not be enrolled in Medicare; and
- ♦ Not be eligible to be claimed as a dependent on another person's tax return.

Why might an HSA be the right choice for you?

- ♦ It **saves you money**. For individuals with few regular health expenses, paying a traditional health plan premium can feel like throwing money out the window. HDHPs come with much lower premiums than traditional health plans, meaning less money is deducted from your paychecks. Plus, HSAs are basically "cash" accounts, so you may be able to negotiate pricing on many medical services.
- ♦ It's **portable.** Even if you change jobs, you get to keep your HSA.
- ♦ It's a **tax saver.** Contributions to your HSA are made with pre-tax dollars. Since your taxable income is decreased by your contributions, you pay less in taxes.
- ♦ It allows for an **improved retirement account.** Funds roll over at the end of each year and accumulate tax-free, as does the interest on the account. Also, once you reach the age of 55, you are allowed to make additional "catch-up" contributions to your HSA until age 65.
- ♦ It puts **money in your pocket.** You never lose unused HSA funds. They always roll over to the next year.

This Benefits-At-A-Glance booklet is designed to provide basic information to employees on benefit plans and programs available January 01, 2021– December 31, 2021. It does not detail all of the provisions, restrictions and exclusions of the various benefit programs documented in the carrier contract or the Summary Plan Description (SPD). This booklet does not constitute an SPD or Plan Document as defined by the Employee Retirement Income Security Act (ERISA). 10

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Dental Insurance Coverage Options

MetLife

Provided by MetLife | *www.metlife.com* | *1 (800) 942-0854*

Below is your Metlife Preferred dental plan, which gives you freedom to use in-network or out-of-network dentists. Since network providers offer reduced contracted rates, you save money by using network providers for all your dental needs. All benefits received from out-of-network dentists are subject to "reasonable and customary" fees. Any amount that exceeds the dental carrier's "reasonable and customary" amounts is the patient's responsibility. You can access the dental provider's network and find a dentist near you at www.metlife.com/insurance/dental-insurance or by calling the Metlife Hotline at 1-800-METLIFE (638-5433).

Dental Services	In-Network	Out-of-Network
Calendar Year Maximum Benefit	$5,000	
Calendar Year Deductible		
Individual	$50	$50
Family	$150	$150
PREVENTIVE PROCEDURES:	Deductible Waived	
Routine Exams & Cleaning (prophylaxis) Fluoride Treatments– *Up to age 14* Oral Exams Full Mouth X-rays Bitewing X-rays Sealants– *Up to age 16*	Plan pays100%	Plan pays 100%
BASIC PROCEDURES:	Deductible Applies	
Fillings Prefabricated Crowns Endodontics Root Canal Periodontal Surgery Periodontal Scaling & Root Planing Simple & Complex Surgery	Plan pays 80%	Plan pays 80%*
MAJOR PROCEDURES:	Deductible Applies	
Crowns/Inlays/Onlays Bridges & Dentures	Plan pays 50%	Plan pays 50%*
ORTHODONTIC PROCEDURES	Deductible Waived	
Lifetime maximum—$1,000 Dependent child(ren) only—under age 26 (dependent on you for support & living in your household or full/part-time student	Plan pays 50%	Plan pays 50%*

See carrier benefit summaries for additional plan information.
*Percent of reasonable & customary charges
**Enrolled dependents are covered until the end of the calendar year during which the dependent reaches age 26.

Dental plan rates

Based on your 24 insurance deductions

Who is covered	Dental Plan Cost
You Only	$ 17.47
You + Spouse	$ 35.96
You + Child(ren)**	$ 40.27
You + Family	$ 63.04

This Benefits-At-A-Glance booklet is designed to provide basic information to employees on benefit plans and programs available January 01, 2021– December 31, 2021. It does not detail all of the provisions, restrictions and exclusions of the various benefit programs documented in the carrier contract or the Summary Plan Description (SPD). This booklet does not constitute an SPD or Plan Document as defined by the Employee Retirement Income Security Act (ERISA). 11

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Vision Coverage

Provided by Eyemed | *www.eyemed.com* | *1 (866) 939-3633*



This plan covers eye exams, prescription lenses and frames, or contact lenses for you and your dependents when you receive services from in-network or out-of-network providers. As you can see from the table below, staying in-network cuts costs down and gives you more of a benefit.

To find a participating provider log on to www.eyemed.com

Vision Coverage Rates

Based on your 24 insurance deductions

Who is covered	Vision Plan Cost
You Only	$ 2.43
You + Spouse	$ 4.62
You + Child(ren)**	$ 4.86
You + Family	$ 7.13

Vision Services	In-Network	Out-of-Network
Eye Exams	$10 Copay	Reimbursed up to $35
Frequency	Once every 12 months	Once every 12 months
BASIC LENSES		
Frequency	Once every 12 months	Once every 12 months
Single vision	$25 Copay	Reimbursed up to $35
Bifocal vision	$25 Copay	Reimbursed up to $49
Trifocal vision	$25 Copay	Reimbursed up to $74
FRAMES		
Frequency*	Once every 24 months	Once every 12 months
Benefit	$100 Allowance + 20% off balance	Reimbursed up to $50
CONTACTS		
Frequency*	Once every 12 months	Once every 12 months
Elective	$115 Allowance + 15% off balance	Reimbursed up to $92
Medically Necessary	Covered in Full	Reimbursed up to $210

*Contacts and eyeglasses cannot be purchased in the same year

**Enrolled dependents are covered until the end of the calendar year during which the dependent reaches age 26.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Basic Life and AD&D

USAble Life

Provided by USAble Life | *www.usablelife.com* | *(800) 370-5856*

Life insurance protects your family or other beneficiaries in the event of your death. The death benefit helps replace the income you would have provided and can help meet important financial needs. The City of Holly Hill provides basic life insurance to our employees through **USAble** at **no cost**.



Employees can purchase Basic Dependent Life at a rate of **$1.68** for your spouse and/or child(ren). This rate provides spouse coverage of **$5,000** and child(ren) coverage from birth to 6 months of **$1,000**; from 6 months of age to 19 (or to age 26 if full time student) of **$2,500**.

Employees have an opportunity to purchase additional Voluntary Life Insurance with **USAble** for you alone, you and your spouse, and/or your dependents at a group rate (located on the next page). It includes the features of waiver of premium, accelerated life benefit, portability as described in the USAble summary of coverage.

Summary of Voluntary Life Insurance

If you chose to enroll in the additional voluntary life insurance, you may insure you alone or you and your spouse . A summary of this coverage is listed in the table below, if you should have questions on this policy see your USAble Certificate of Benefits, or visit www.usable.com. Please note all voluntary insurance is portable.

Summary of Insurance	
Guaranteed Issue (n/a 70 or older)	$120,000
Minimum Benefit Amount	$10,000
Maximum Benefit Amount	$500,000 or 5x salary (whichever is less)
Increments of...	$10,000
Spouse Coverage	
Spouse Guarantee Issue	$30,000
Maximum Benefit Amount	100% of employee amount or $250,000 (whichever is less)
Increments of...	$5,000
Dependent Coverage	
Child Guarantee Issue	$10,000
Maximum Benefit Amount	$10,000
Increments of...	$2,000

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Voluntary Life and AD&D Costs

Employee/Spouse Life & AD&D Monthly Cost:

Age of you or your spouse (spouse premium determined by your spouse age)	Your cost for each $1,000 of voluntary life...	
	Employee	Spouse
<25	0.072	0.042
25-29	0.082	0.051
30-34	0.102	0.068
35-39	0.146	0.076
40-44	0.208	0.085
45-49	0.330	0.127
50-54	0.524	0.195
55-59	0.806	0.365
60-64	1.258	0.560
65-69	2.184	1.077
70-74	3.896	1.077
75+	7.634	1.077

Note: AD&D coverage is available for $0.023 per $1,000 for you and / or your spouse. **The amount of AD&D must be in an equal amount as the voluntary life.**

Dependent Children

If your coverage level is...	Your cost for each $1,000 of supplemental life is...
Child Life	0.225
Child AD&D	0.026

You can elect in increments of $2,000 up to $10,000 of coverage . **The amount of AD&D must be in an equal amount as child voluntary life.**

Additional Information

- Age reduction:
  50% of original amount at age 75
- Age-bracketed premiums:
  Premiums increase on plan anniversary after you enter next 5 year age group
- Evidence of Insurability (EOI) Form
  Is required for employees who do not enroll during their initial eligibility period. For those who enrolled in the plan year, one increment of coverage up to Guarantee Issue will be available for the 2021 plan year annual enrollment without EOI.
- Accelerated Benefit Option:
  Allows you to apply for up to 75% of your insurance (not to exceed $500,000) if diagnosed with a terminal health condition.



How to figure your voluntary life cost per paycheck:

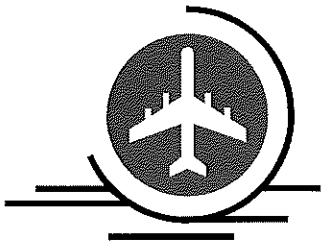
1. Indicate your elected benefit amount (EBA)
2. Divide EBA by $1,000
3. Find age rate from cost table
4. Multiply answer of Step 2 by answer of Step 3
5. Multiply answer of Step 4 by 12 then divide by 24 to calculate your cost per paycheck

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Additional Services

Provided by USAble Life

Travel Assistance



Congratulations! You and your dependents now have access to the Travel Assistance Program provided by USAble . This program offers you a broad range of valuable travel and medical support services 24 hours a day, 365 days a year. With one simple phone call to our response center, you will be connected to a global network of providers to assist you when you travel 100 miles or more from home. one semester (optional coverage for longer trips available) . The program vendor is AXA Travel Assistance as provided through USABle Life.

Travel Assistance

- Lost Documents and Luggage assistance
- Emergency cash/bail assistance
- Telephone interpretation
- General travel information

Medical Assistance

- Medical and dental referrals
- Medical evacuation or repatriation
- Hospital admission and critical care monitoring
- Dispatch of prescription medications

If you have any questions about the services or require assistance, please contact us at: 1 (866) 384.2786 OR +1 (630) 616.4536 (collect) OR medassist-usa@axa-assistance.us

USAble Life

AXA TRAVEL ASSISTANCE PROGRAM

Support before, during, and after travel

The Dignity Planner



FUNERAL PLANNING MADE PERSONAL The Dignity Planner allows you to create a personalized funeral plan for yourself or a loved one. We all have unique passions and personal stories, and whether you're planning a memorial for yourself or for a loved one, The Dignity Planner allows you to create a plan simply by answering a few questions. Dignity will take care of the rest of the details. n for yourself or a loved one. We all have unique passions and personal stories, and whether you're planning a memorial for yourself or for a loved one, The Dignity Planner allows you to create a plan simply by answering a few questions. Dignity will take care of the rest of the details.

VISIT WWW.USABLELIFE.COM/DIGNITYPLANNER TO LEARN MORE.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Important Notices

Special Enrollment Rights Notice

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing towards your or your dependents' other coverage). However, you must request enrollment within 30 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).
In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.
Special enrollment rights also may exist in the following circumstances:

- ⇒ If you or your dependents experience a loss of eligibility for Medicaid or a state Children's Health Insurance Program (CHIP) coverage and you request enrollment within 60 days after that coverage ends; or
- ⇒ If you or your dependents become eligible for a State premium assistance subsidy through Medicaid or a state CHIP with respect to coverage under this plan and you request enrollment within 60 days after the determination of eligibility for such assistance.
- ⇒ If you or your dependents lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) or become eligible for a premium assistance subsidy under Medicaid or CHIP, you may be able to enroll yourself and your dependents. You must request enrollment within 60 days of the loss of Medicaid or CHIP coverage or the determination of eligibility for a premium assistance subsidy.

Note: The 60 day period for requesting enrollment applied only in these last two listed circumstances relating to Medicaid and state CHIP. As described above, a 30-day period applied to most special enrollments.

Women's Health & Cancer Rights Act of 1998

The Women's Health and Cancer Act (WHCRA) requires group health plans to provide participants with notices of their rights under WHCRA, to provide certain benefits in connection with a mastectomy, and to provide other protections for participants undergoing mastectomies. If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For Individuals receiving mastectomy –related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- ⇒ All stages of reconstruction of the breast on which the mastectomy was performed;
- ⇒ Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- ⇒ Prostheses; and
- ⇒ Treatment of physical complications of the mastectomy, including lymphedema.
- ⇒ These benefits will be provided subject to the same deductibles and coinsurance amounts applicable to other medical and surgical benefits provided under the health plan offered by your employer.
- ⇒ Please keep this information with your other group health plan documents. If you have any questions about the Plan's coverage of mastectomies and reconstructive surgeries, please contact the Human Resources Department.

Health Insurance Portability and Accountability Act (HIPAA) Notice

Federal law requires that group health plans allow certain employees and dependents special enrollment rights when they previously declined coverage and when they have new dependents. This law, the Health Insurance Portability and Accountability Act (HIPAA) also addresses the circumstances under which treatment for medical condition may be excluded from health plan coverage.

This Information in this notice is intended to inform you, in a summary fashion, of your rights and obligations under these laws. You, your spouse and any dependents should all take the time to read the entire notice carefully.

Special Enrollments: If you decline enrollment for yourself or your dependents (including your spouse) because of having other health insurance coverage at the time of your eligibility to participate, you may enroll yourself or your dependents at a future point, provided that you request enrollment within 30 days after your other coverage ends. In addition, if you have a new dependent as a result of a marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 30 days of such an event.

If you or your dependents lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) or become eligible for a premium assistance subsidy under Medicaid or CHIP, you may be able to enroll yourself and your dependents. You must request enrollment within 60 days of the loss of Medicaid or CHIP coverage or the determination of eligibility for a premium assistance subsidy.

Obtaining Additional Information: If you need assistance in determining your rights under ERISA or HIPAA, you may contact your Plan Administrator or the U.S. Department of Labor by writing to the Chicago Regional office at 200 W. Adams Street, Suite 1600, Chicago, IL 60606, or by calling the Department at (312)353-0900.

If you have any questions about this notice or the law, please contact your Plan Administrator at the number or location provided in your benefits booklet or Summary Plan Description.

Also, if you have changed marital status, or if you, your spouse or any other qualified dependents have changed addresses, please notify your local Human Resources Representative.

Notice of Privacy Practices: Plan administrators, clearinghouses, business associates, and health care providers that transmit health information electronically or use electronic health records may not redistribute or unlawfully use electronic health records without permission from the insured. The insured may request information on how their electronic records are distributed, how frequently they are distributed, and who they are distributed to by contacting the U.S. Department of Health and Human Services.

Health Insurance Marketplace Coverage Notice

The Health Insurance Marketplace is available to assist you as you evaluate health insurance options for you and your family. This notice provides some basic information about the new Marketplace and employment based health coverage offered by your employer. The Marketplace is designed to help you find private health insurance and compare private health insurance options. You may also be eligible for a new kind of tax credit under section 36B of Internal Revenue Code that could potentially lower your monthly premium. If you purchase a qualified health plan through the Marketplace, you may lose the employer contribution (if any) to any health benefit plan offered by your employer and all or a portion of that contribution may be excludable from income for federal income tax purposes . More information on the health insurance Marketplace may be found at https://www.healthcare.gov

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Important Notices

Notice of Rescission

(a) *Prohibition on rescissions* - (1) A group health plan, or a health insurance issuer offering group or individual health insurance coverage, must not rescind coverage under the plan, or under the policy, certificate, or contract of insurance, with respect to an individual (including a group to which the individual belongs or family coverage in which the individual is included) once the individual is covered under the plan or coverage, unless the individual (or a person seeking coverage on behalf of the individual):

I. performs an act, practice, or omission that constitutes fraud

II. makes an intentional misrepresentation of material fact,

as prohibited by the terms of the plan or coverage. A group health plan, or a health insurance issuer offering group or individual health insurance coverage, must provide at least 30 days advance written notice to each participant (in the individual market, primary subscriber) who would be affected before coverage may be rescinded under this paragraph (a)(1), regardless of, in the case of group coverage, whether the coverage is insured or self-insured, or whether the rescission applies to an entire group or only to an individual within the group. (The rules of this paragraph (a)(1) apply regardless of any contestability period that may otherwise apply.) A rescission is a cancellation or discontinuance of coverage that has retroactive effect. For example, a cancellation that treats a policy as void from the time of the individual's or group's enrollment is a rescission. As another example, a cancellation that voids benefits paid up to a year before the cancellation is also a rescission for this purpose.

A cancellation or discontinuance of coverage is not a rescission if -

I. The cancellation or discontinuance of coverage has only a prospective effect;

II. The cancellation or discontinuance of coverage is effective retroactively, to the extent it is attributable to a failure to timely pay required premiums or contributions (including COBRA premiums) towards the cost of coverage;

III. The cancellation or discontinuance of coverage is initiated by the individual (or by the individual's authorized representative) and the sponsor, employer, plan, or issuer does not, directly or indirectly, take action to influence the individual's decision to cancel or discontinue coverage retroactively or otherwise take any adverse action or retaliate against, interfere with, coerce, intimidate, or threaten the individual; or

IV. The cancellation or discontinuance of coverage is initiated by the exchange pursuant (the insured).

Michelle's Law

Michelle's Law protects a postsecondary student from losing full-time student status under an employer's medical coverage if the student is (i) a dependent child of a participant or beneficiary under the terms of the plan; and (ii) enrolled in a plan on the basis of being student at a postsecondary educational institution immediately before the first day of a medically necessary leave of absence from school. A dependent covered under the law is entitled to the same benefits as if the dependent continued to be enrolled as a full-time student. The law also recognizes that changes in coverage (whether due to plan design or a subsequent annual enrollment election) pass through to the dependent for the remainder of the medically necessary leave of absence.

Mental Health Parity & Addiction Equity Act 2008 (MHPAEA)

Under the MHPAEA, the financial requirements and treatment limits that group health plans and health insurance issuers apply to mental health or substance use disorder benefits generally cannot be more restrictive than those applicable to medical and surgical benefits. If a plan covers mental health and substance use disorder, MHPAEA provides medical and surgical benefits and mental health and substance use disorder benefits. MHPAEA it must comply with the federal parity requirements. The MHPAEA contains the following parity requirements:

The financial requirements (such as deductibles, copayments, coinsurance and out-of-pocket limits) applicable to mental health and substance use disorder benefits cannot be more restrictive than the predominant financial requirements applied to substantially all medical and surgical benefits.

Treatment limitations (such as frequency of treatment, number of visits, days of coverage or other similar limits on the scope or duration of coverage) must also comply with the MHPAEA's parity requirements. Non-quantitative treatment limitations (such as medical management standards, formulary design and determinations of usual, customary or reasonable amounts) are subject to a separate parity requirement.

If medical and surgical benefits are offered on an out-of-network basis, a plan or issuer must also offer mental health and substance use disorder benefits on an out-of-network basis.

Newborns' and Mothers' Health Protection Act

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

COBRA (Consolidated Omnibus Budget Reconciliation Act)

Cobra provides eligible individuals and their dependents who would otherwise lose group health coverage as a result of a qualifying life event with an opportunity to continue group health coverage for a limited time period under certain circumstances such as:

- Voluntary or involuntary job loss
- Reduction in the hours worked
- Transition between jobs
- Death
- Divorce
- And other qualifying life events

If you are entitled to elect COBRA coverage, you will have 60 days (starting on the date you are furnished the election notice or the date you would lose coverage) to choose whether or not to elect continuation coverage.

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Important Notices

Qualified individuals may be required to pay the entire premium for coverage up to 102 percent of the cost to the plan.

COBRA generally requires that group health plans sponsored by groups with 20 or more employees in the prior year offer employees and their families the opportunity for a temporary extension of health coverage (called continuation coverage) in certain instances where coverage under the plan would otherwise end.

The duration of COBRA extends from the date of the qualifying event for a limited period of 18 or 36 months. The length of time depends on the type of qualifying life event that gave rise to the COBRA rights. A plan, however, may provide longer periods of coverage beyond the maximum period required by law.

COBRA Continuation coverage may be terminated earlier than the end of the maximum period for any of the following reasons:

- Premiums are not paid in full on a timely basis
- The employer ceases to employ any group health plan
- A qualified beneficiary begins coverage under another group health plan after electing continuation coverage;
- A qualified beneficiary becomes entitled to Medicare benefits after electing continuation coverage;
- A qualified beneficiary engages in conduct that would justify the plan in terminating coverage of a similarly situated participant or beneficiary not receiving continuation coverage (such as fraud).

If continuation coverage is terminated early, the plan must provide the qualified beneficiary with an early termination notice. The notice must be given as soon as practicable after the decision is made, and it must describe the date coverage will terminate, the reason for termination, and any rights the qualified beneficiary may have under the plan or applicable law to elect alternative group or individual coverage.

If you decide to terminate your COBRA coverage early, you generally won't be able to get a Marketplace plan outside of open enrollment period. For more information on alternatives to COBRA coverage reach out to your HR Representative or Plan administrator.

Contact your plan administrator or Human Resources to determine how COBRA is administered at your workplace.

CHIP Model Notice

Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed on the following page, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial 1-877-KIDS NOW or **www.insurekidsnow.gov** to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance.** If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call 1-866-444-EBSA (3272).



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If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2019. Contact your State for more information on eligibility –

ALABAMA – Medicaid Website: http://myalhipp.com/ Phone: 1-855-692-5447	**ARKANSAS – Medicaid** Website: http://myarhipp.com/ Phone: 1-855-MyARHIPP (855-692-7447)
ALASKA – Medicaid The AK Health Insurance Premium Payment Program Website: http://myakhipp.com/ Phone: 1-866-251-4861 Email: CustomerService@MyAKHIPP.com Medicaid Eligibility: http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx	**COLORADO – Health First Colorado & Child Health Plan Plus (CHP+)** Health First Colorado Website: https://www.healthfirstcolorado.com/ Health First Colorado Member Contact Center: 1-800-221-3943/ State Relay 711 CHP+: https://www.colorado.gov/pacific/hcpf/child-health-plan-plus CHP+ Customer Service: 1-800-359-1991 / State Relay 711
FLORIDA – Medicaid Website: http://flmedicaidtplrecovery.com/hipp/ Phone: 1-877-357-3268	**GEORGIA – Medicaid** Website: https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp Phone: 678-564-1162 ext. 2131
INDIANA – Medicaid Healthy Indiana Plan for low-income adults 19-64 Website: http://www.in.gov/fssa/hip/ Phone: 1-877-438-4479 Other Medicaid: Website: http://www.indianamedicaid.com Phone 1-800-403-0864	**IOWA – Medicaid** Website: http://dhs.iowa.gov/Hawki Phone: 1-800-257-8563
KANSAS – Medicaid Website: http://www.kdheks.gov/hcf/ Phone: 1-785-296-3512	**KENTUCKY – Medicaid** Website: https://chfs.ky.gov Phone: 1-800-635-2570
LOUISIANA – Medicaid Website: http://dhh.louisiana.gov/index.cfm/subhome/1/n/331 Phone: 1-888-695-2447	**MAINE – Medicaid** Website: http://www.maine.gov/dhhs/ofi/public-assistance/index.html Phone: 1-800-442-6003 TTY: Maine relay 711
MASSACHUSETTS – Medicaid and CHIP Website: http://www.mass.gov/eohhs/gov/departments/masshealth/ Phone: 1-800-862-4840	**MINNESOTA – Medicaid** Website: http://mn.gov/dhs/people-we-serve/seniors/health-care/health-care-programs/programs-and-services/other-insurance.jsp Phone: 1-800-657-3739
MISSOURI – Medicaid Website: http://www.dss.mo.gov/mhd/participants/pages/hipp.htm Phone: 573-751-2005	**MONTANA – Medicaid** Website: http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP Phone: 1-800-694-3084
NEBRASKA – Medicaid Website: http://www.ACCESSNebraska.ne.gov Phone: (855) 632-7633 Lincoln: (402) 473-7000 Omaha: (402) 595-1178	**NEVADA – Medicaid** Medicaid Website: https://dhcfp.nv.gov Medicaid Phone: 1-800-992-0900
NEW HAMPSHIRE – Medicaid Website: https://www.dhhs.nh.gov/oii/hipp.htm Phone: 603-271-5218 Toll Free number for the HIPP program - 1-800-852-3345, ext. 5218	**NEW JERSEY – Medicaid and CHIP** Medicaid Website: http://www.state.nj.us/humanservices/dmahs/clients/medicaid/ Medicaid Phone: 609-631-2392
NEW YORK – Medicaid Website: https://www.health.ny.gov/health_care/medicaid/ Phone: 1-800-541-2831	**NORTH DAKOTA – Medicaid** Website: http://www.nd.gov/dhs/services/medicalserv/medicaid/ Phone: 1-844-854-4825
NORTH CAROLINA – Medicaid Website: https://medicaid.ncdhhs.gov/ Phone: 919-855-4100	**OKLAHOMA – Medicaid and CHIP** Website: http://www.insureoklahoma.org Phone: 1-888-365-3742
OREGON – Medicaid Website: http://healthcare.oregon.gov/Pages/index.aspx http://www.oregonhealthcare.gov/index-es.html Phone: 1-800-699-9075	**PENNSYLVANIA – Medicaid** Website: http://www.dhs.pa.gov/provider/medicalassistance/healthinsurancepremiumpaymenthippprogram/index.htm Phone: 1-800-692-7462
RHODE ISLAND – Medicaid Website: http://www.eohhs.ri.gov/ Phone: 855-697-4347 or 401-462-0311	**SOUTH CAROLINA – Medicaid** Website: https://www.scdhhs.gov Phone: 1-888-549-0820
SOUTH DAKOTA - Medicaid Website: http://dss.sd.gov Phone: 1-888-828-0059	**TEXAS – Medicaid** Website: http://gethipptexas.com/ Phone: 1-800-440-0493
UTAH – Medicaid and CHIP Medicaid Website: https://medicaid.utah.gov/ CHIP Website: http://health.utah.gov/chip Phone: 1-877-543-7669	**VERMONT– Medicaid** Website: http://www.greenmountaincare.org/ Phone: 1-800-250-8427
VIRGINIA – Medicaid and CHIP Medicaid Website: http://www.coverva.org/programs_premium_assistance.cfm CHIP Website: http://www.coverva.org/programs_premium_assistance.cfm Medicaid Phone: 1-800-432-5924 CHIP Phone: 1-855-242-8282	**WASHINGTON – Medicaid** Website: http://www.hca.wa.gov/ Phone: 1-800-562-3022 ext. 15473
WEST VIRGINIA – Medicaid Website: http://mywvhipp.com/ Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)	**WISCONSIN – Medicaid and CHIP** Website: https://www.dhs.wisconsin.gov/publications/p1/p10095.pdf Phone: 1-800-362-3002
WYOMING – Medicaid Website: https://wyequalitycare.acs-inc.com/ Phone: 307-777-7531	

To see if any other states have added a premium assistance program since July 31, 2018 or for more information on special enrollment rights, contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/agencies/ebsa (1-866-444-3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov (1-877-267-2323) , menu opt 4, ext 61565

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Medicare Part D Notice

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with Florida Health Care Plans and about your options under Medicare's prescription drug coverage.

There are three important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.

2. Your Employer has determined that the FHCP HMO T32 prescription drug coverage is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays. Therefore, your coverage is considered Creditable Coverage. This is important because you will not be required to pay a penalty if you do not join a Medicare drug plan when you first become eligible. Your Employer has determined that the HDHP HSA T95 prescription drug coverage is , on average for all plan participants, not expected to pay out as much as standard Medicare prescription drug coverage pays. Therefore, your coverage under HDHP HSA T95 is considered NON Creditable Coverage. This is important because you will be required to pay a penalty if you do not join a Medicare drug plan when you first become eligible.

3. You can keep your current coverage from FHCP. When you make your decision, you should compare your current coverage, including what drugs are covered, with the coverage and cost of the plans offering Medicare prescription drug coverage in your area. Read this notice carefully as it explains your options.

When Can You Join A Medicare Drug Plan?
You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th. However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two(2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?
Since the coverage under the HMO T32 is creditable, you will not have to pay a penalty to join a Medicare drug plan. Since the coverage under the HDHP HSA T95 is not creditable, you will have to pay a penalty to join a Medicare drug plan. Starting with the end of the last month that you were first eligible to join a Medicare drug plan but didn't join, if you go 63 continuous days or longer without prescription drug coverage that's creditable, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?
If you decide to join a Medicare drug plan, your Employer's plan coverage under either plan will not be affected. If you do decide to join a Medicare drug plan and drop your current Employer's plan coverage, be aware that you and your dependents will be able to get this coverage back during the next open enrollment if you remain a full time active employee.

For More Information About Your Options Under Medicare Prescription Drug Coverage:

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans. For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?
You should also know that if you drop or lose your current coverage with your Employer and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage
Contact Human Resources for further information. See the inside back cover of your copy of the "Medicare & You" handbook for personalized help. Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048. If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Notice . If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage as noted within this Notice and, therefore, whether or not you are required to pay a higher premium (a penalty).

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

CITY OF HOLLY HILL
HEALTH INSURANCE RATES EFFECTIVE JANUARY 1, 2021

FLORIDA HEALTH CARE HMO - T32 PLAN

	TOTAL MONTHLY PREMIUM	CITY PORTION	EMPLOYEE MONTHLY PORTION	BI-WEEKLY DEDUCTION
EMPLOYEE ONLY	790.95	708.26	82.69	41.35
EMPLOYEE/CHILDREN	1352.53	708.26	644.27	322.14
EMPLOYEE/SPOUSE	1352.53	708.26	644.27	322.14
EMPLOYEE/ FAMILY	1661.00	708.26	952.74	476.37

FLORIDA HEALTH CARE HDHP High Deductible Plan - T95 PLAN

	TOTAL MONTHLY PREMIUM	CITY PORTION	EMPLOYEE MONTHLY PORTION	BI-WEEKLY DEDUCTION
EMPLOYEE ONLY	554.69	554.69	0.00	0.00
EMPLOYEE/CHILDREN	948.52	554.69	393.83	196.92
EMPLOYEE/SPOUSE	948.52	554.69	393.83	196.92
EMPLOYEE/ FAMILY	1164.85	554.69	610.16	305.08

*HSA account is an employee-owned portable trust account. Acts like checking account with a debit card, accrues interest and is used to pay for qualified medical expenses on a non-taxable basis. This benefit amount of $1,895.00 will be placed in the employee's trust account by the city the first pay check in January.

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METLIFE DENTAL INSURANCE PPO PLAN

	TOTAL MONTHLY PREMIUM	CITY PORTION	EMPLOYEE MONTHLY PORTION	BI-WEEKLY DEDUCTION
EMPLOYEE ONLY	34.94	0.00	34.94	17.47
EMPLOYEE/SPOUSE	71.92	0.00	71.92	35.96
EMPLOYEE/CHILDREN	80.54	0.00	80.54	40.27
EMPLOYEE/FAMILY	126.07	0.00	126.07	63.04

EYEMED VISION PLAN

	TOTAL MONTHLY PREMIUM	EMPLOYEE MONTHLY PORTION	BI-WEEKLY DEDUCTION
EMPLOYEE	4.86	4.86	2.43
EMPLOYEE/SPOUSE	9.23	9.23	4.62
EMPLOYEE/CHILDREN	9.72	9.72	4.86
EMPLOYEE/FAMILY	14.26	14.26	7.13

The deductions are based on 24 pay periods

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services **Coverage for:** Individual and/or Family | **Plan Type:** HMO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, http://www.fhcp.com/documents/coc/2020-large-group. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, other underlined terms see the Glossary. You can view the Glossary at www.fhcp.com or call 1-877-615-4022 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	Network providers: $0. Out-of-network providers: Not covered	See the Common Medical Events chart below for your costs for services this plan covers.
Are there services covered before you meet your deductible?	Not Applicable.	This plan does not have a deductible.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Network providers: $2,500 Individual / $5,000 Family Out-of-network providers: Not covered	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See www.fhcp.com/find-providers/physician or call 1-877-615-4022 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing).
Do you need a referral to see a specialist?	Yes.	This plan will pay some or all of the costs to see a specialist for covered services but only if you have a referral before you see the specialist.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$20 Copay/Visit	Not Covered	Additional cost share may apply for Allergy shots, Injections and Infusions.
	Specialist visit	$35 Copay/Visit	Not Covered	Additional cost share may apply for Allergy shots, Injections and Infusions.
	Preventive care/screening/ immunization	No Charge	Not Covered	Preventive Colonoscopy (age 50+) 1 every 10 years. High Risk Colonoscopy 1 every 2 years. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	Not Covered	Tests in hospitals, or facilities owned and operated by hospitals, may have higher cost share.
	Imaging (CT/PET scans, MRIs)	$25 Copay/Test	Not Covered	Prior approval required. Your benefits / services may be denied. Tests in hospitals, or facilities owned and operated by hospitals, may have higher cost share.

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5.6.a

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at http://fm.formularynavigator.com/FBO/126/2020_QHP_Formulary_Member_Doc.pdf	Generic drugs	Retail: $3 Copay per prescription for Preferred at FHCP / Mail Order: $6 Copay per prescription for Preferred / Retail: $10 Copay per prescription for Non-Preferred at FHCP / Mail Order: $27 Copay per prescription for Non-Preferred / Retail: $15 Copay per prescription at Walgreen's.	Not Covered	Covers up to 31 day supply at retail pharmacy, and up to 93 day supply for mail order.
	Preferred brand drugs	Retail: $30 Copay per prescription at FHCP / Mail Order: $87 Copay per prescription / Retail: $35 Copay per prescription at Walgreen's.	Not Covered	Covers up to 31 day supply at retail pharmacy, and up to 93 day supply for mail order.
	Non-preferred brand drugs	Retail: $55 Copay per prescription at FHCP / Mail Order: $162 Copay per prescription/ Retail: $60 Copay per prescription at Walgreen's.	Not Covered	Covers up to 31 day supply at retail pharmacy, and up to 93 day supply for mail order.
	Specialty drugs	Retail: 15% Coinsurance for Preferred Specialty at FHCP. 25% Coinsurance for Non-Preferred Specialty at FHCP.	Not Covered	Available at FHCP pharmacies only.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center / outpatient hospital facility)	$200 Copay/Surgery - ASC $400 Copay/Surgery – Outpatient hospital facility	Not Covered	Pre-certification/pre-authorization of coverage required for non-emergency outpatient surgical care. Your benefits / services may be denied.
	Physician/surgeon fees	No Charge	Not Covered	Prior approval required. Your benefits / services may be denied.
If you need immediate medical attention	Emergency room care	$200 Copay/Visit	$200 Copay/Visit	Waived if admitted.
	Emergency medical transportation	$100 Copay/Transport	$100 Copay/Transport	————none————
	Urgent care	$75 Copay/Visit	$75 Copay/Visit	————none————

For more information about limitations and exceptions, see the plan or policy document at http://www.fhcp.com/documents/coc/2020-large-group

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Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	$250 Copay/Day (Days 1-5)	Not Covered	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
	Physician/surgeon fees	No Charge	Not Covered	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	$35 Copay/Visit	Not Covered	————none————
	Inpatient services	$250 Copay/Day (Days 1-5)	Not Covered	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
If you are pregnant	Office visits	$35 Copay/Visit	Not Covered	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	No Charge	Not Covered	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
	Childbirth/delivery facility services	$250 Copay/Day (Days 1-5)	Not Covered	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
If you need help recovering or have other special health needs	Home health care	$15 Copay/Visit	Not Covered	Prior approval required. Your benefits / services may be denied. Coverage limited to 60 visits.
	Rehabilitation services	$15 Copay/Visit	Not Covered	Coverage limited to 20 visits. Includes Physical, Speech, Occupational Therapy
	Habilitation services	Not Covered	Not Covered	
	Skilled nursing care	$50 Copay/Day	Not Covered	Pre-certification/pre-authorization of coverage required. Your benefits /

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Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				services may be denied. Coverage limited to 20 days.
	Durable medical equipment	15% Coinsurance	Not Covered	Prior approval required. Your benefits / services may be denied. Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age.
	Hospice services	No Charge	Not Covered	————none————
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	
	Children's glasses	Not Covered	Not Covered	
	Children's dental check-up	Not Covered	Not Covered	

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Dental care (Child)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance,

For more information about limitations and exceptions, see the plan or policy document at http://www.fhcp.com/documents/coc/2020-large-group

contact the insurer at 1-877-615-4022. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html.

Does this plan provide Minimum Essential Coverage? Yes
If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:
Spanish (Español): Para obtener asistencia en Español, llame al 1-877-615-4022.
Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-877-615-4022.
Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-877-615-4022.
Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-877-615-4022.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

For more information about limitations and exceptions, see the plan or policy document at http://www.fhcp.com/documents/coc/2020-large-group

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Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$0
Specialist copayment	$35
Hospital (facility) copayment	$250
Other copayment	$0

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,800**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$0
Copayments	$1,180
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$1,240**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$0
Specialist copayment	$35
Hospital (facility) copayment	$250
Other coinsurance	15%

This EXAMPLE event includes services like:
Primary care office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$7,400**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$0
Copayments	$1,270
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$1,330**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$0
Specialist copayment	$35
Hospital (facility) copayment	$250
Other copayment	$200

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$1,900**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$0
Copayments	$470
Coinsurance	$10
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$480**

The plan would be responsible for the other costs of these EXAMPLE covered services.

Discrimination is Against the Law

Florida Health Care Plans complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Florida Health Care Plans does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Health Care Plans:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified Interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Health Care Plans : 1-877-615-4022

If you believe that Florida Health Care Plans has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Florida Health Care Plans, Civil Rights Coordinator, 1340 Ridgewood Avenue, Holly Hill, FL 32117. Phone: 1-844-219-6137, TTY: 1-800-955-8770. Fax: 386-676-7149, Email: rights@fhcp.com.

You can file grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call **1-877-615-4022. (TTY: 1-800-955-8770)**

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, http://www.fhcp.com/documents/coc/2020-large-group. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.fhcp.com or call 1-877-615-4022 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	Network providers: $1,400 Individual/ $2,800 Family Out-of-network providers: $2,800 Individual /$5,600 Family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive care	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Network providers: $3,000 Individual/$6,000 Family. Out-of-network providers: $6,000 Individual/$12,000 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premiums, balance billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See www.fhcp.com/find-providers/physician or call 1-877-615-4022 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the Specialist you choose without a referral.

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Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Additional cost share may apply for Allergy shots, Injections and Infusions.
	Specialist visit	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Additional cost share may apply for Allergy shots, Injections and Infusions.
	Preventive care/screening/ immunization	No charge	Deductible + 40% Coinsurance	Preventive Colonoscopy (age 50+) 1 every 10 years. High Risk Colonoscopy 1 every 2 years. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Tests in hospitals, or facilities owned and operated by hospitals, may have higher cost share.
	Imaging (CT/PET scans, MRIs)	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Prior approval required. Your benefits / services may be denied. Tests in hospitals, or facilities owned and operated by hospitals, may have higher cost share.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at http://fm.formularynavigator.com/FBO/126/2020_QHP_Formulary_Member_Doc.pdf	Generic drugs	Retail: DED + $3 Copay per prescription for Preferred at FHCP / Mail Order: DED + $6 Copay per prescription for Preferred / Retail: DED + $10 Copay per prescription for Non-Preferred at FHCP / Mail Order: DED + $27 Copay per prescription for Non-Preferred / Retail: DED + $15 Copay per prescription at Walgreen's.	Not covered	Covers up to 31 day supply at retail pharmacy, and up to 93 day supply for mail order.
	Preferred brand drugs	Retail: DED + $30 Copay per prescription at FHCP / Mail Order: DED + $87 Copay per prescription / Retail: DED + $35 Copay per prescription at Walgreen's.	Not covered	Covers up to 31 day supply at retail pharmacy, and up to 93 day supply for mail order.
	Non-preferred brand drugs	Retail: DED + $55 Copay per prescription at FHCP / Mail Order: DED + $162 Copay per prescription/ Retail: DED + $60 Copay per prescription at Walgreen's.	Not covered	Covers up to 31 day supply at retail pharmacy, and up to 93 day supply for mail order.
	Specialty drugs	Retail: DED + 15% Coinsurance for Preferred Specialty at FHCP. DED + 25% Coinsurance for Non-Preferred Specialty at FHCP.	Not covered	Available at FHCP pharmacies only.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Pre-certification/pre-authorization of coverage required for non-emergency outpatient surgical care. Your benefits / services may be denied.
	Physician/surgeon fees	Deductible + 20% Coinsurance	Deductible + 40%	————none————

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
			Coinsurance	
If you need immediate medical attention	Emergency room care	Deductible + 20% Coinsurance	In-Network Deductible + 20% Coinsurance	Waived if admitted.
	Emergency medical transportation	Deductible + 20% Coinsurance	In-Network Deductible + 20% Coinsurance	————none————
	Urgent care	Deductible + 20% Coinsurance	In-Network Deductible + 20% Coinsurance	————none————
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits/services may be denied.
	Physician/surgeon fees	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	————none————
	Inpatient services	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
If you are pregnant	Office visits	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
	Childbirth/delivery facility services	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.

For more information about limitations and exceptions, see the plan or policy document at http://www.fhcp.com/documents/coc/2020-large-group

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Prior approval required. Your benefits / services may be denied. Prior approval required. Coverage limited to 60 visits.
	Rehabilitation services	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 20 visits. Includes Physical, Speech, Occupational Therapy
	Habilitation services	Not covered	Not covered	
	Skilled nursing care	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Pre-certification/pre-authorization of coverage required. Your benefits / services may be denied. Coverage limited to 20 days.
	Durable medical equipment	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age. Prior approval required. Your benefits / services may be denied.
	Hospice services	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	——————none——————
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Dental care (Child)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care

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Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-877-615-4022. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html.

Does this plan provide Minimum Essential Coverage? Yes.
If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes.
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

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Chinese (中文): 如果需要中文的帮助，请拨打这个号码1-877-615-4022.
Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-877-615-4022.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

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Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

About these Coverage Examples:

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Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$1400
Specialist coinsurance	20%
Hospital (facility) coinsurance	20%
Other coinsurance	20%

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	$1,400
Copayments	$0
Coinsurance	$1,600
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$3,060**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$1400
Specialist coinsurance	20%
Hospital (facility) coinsurance	20%
Other coinsurance	20%

This EXAMPLE event includes services like:
Primary care office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	$7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	$1,400
Copayments	$1,040
Coinsurance	$240
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$2,740**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$1400
Specialist coinsurance	20%
Hospital (facility) coinsurance	20%
Other coinsurance	20%

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	$1,900

In this example, Mia would pay:

Cost Sharing	
Deductibles	$1,400
Copayments	$0
Coinsurance	$390
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,790**

The plan would be responsible for the other costs of these EXAMPLE covered services.

Discrimination is Against the Law

Florida Health Care Plans complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Florida Health Care Plans does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Health Care Plans:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified Interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Health Care Plans : 1-877-615-4022

If you believe that Florida Health Care Plans has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Florida Health Care Plans, Civil Rights Coordinator, 1340 Ridgewood Avenue, Holly Hill, FL 32117. Phone: 1-844-219-6137, TTY: 1-800-955-8770. Fax: 386-676-7149, Email: rights@fhcp.com.

You can file grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call **1-877-615-4022. (TTY: 1-800-955-8770)**

Results for: City of Holly Hill
Created By: Cole, Diane on 08/13/2021 12:28 PM
Records Listed: 158

Gender	Hire Date	Birthdate	Zip	Employee Status
F	03/23/2012	10/27/1967	32174	Employee
M	07/19/2003	12/27/1967	32174	Employee
M	11/12/2014	07/18/1963	32141	Employee
M	06/16/2017	07/13/1986	32164	Employee
M	10/10/2011	07/01/1964	32724	Employee
M	02/04/2011	12/11/1982	32164	Employee
M	10/29/2001	12/25/1955	32164	Employee
M	07/18/2014	07/16/1993	32174	Employee
M	04/08/2013	03/05/1968	32174	Employee
M	11/30/2015	05/02/1983	32141	Employee
M	04/02/2004	04/30/1971	32117	Employee
F	04/09/2010	02/25/1968	32117	Employee
F	04/29/2015	10/28/1959	32174	Employee
M	10/26/2001	06/10/1975	32174	Employee
F	11/14/2012	08/31/1966	32117	Employee
M	08/26/2005	09/19/1965	32114	Employee
M	11/08/2016	05/07/1961	32117	Employee
M	01/07/2011	08/08/1985	32174	Employee
M	03/25/2011	04/29/1956	32117	Employee
M	11/24/2014	09/10/1963	32137	Employee
M	10/09/2015	08/14/1984	32164	Employee
M	03/06/2017	10/15/1978	32117	Employee
M	06/17/2000	12/10/1965	32174	Employee
M	07/08/2005	12/18/1962	32129	Employee
M	06/21/2016	05/14/1990	32164	Employee
M	07/19/2013	07/31/1971	32129	Employee
M	04/30/2015	01/01/1957	32120	Employee
M	03/30/2001	09/23/1972	32124	Employee

M	10/17/2011	12/04/1972	32119	Employee
M	12/01/2006	02/20/1965	32174	Employee
M	12/21/1990	12/29/1957	32174	Employee
F	10/29/2004	07/24/1969	32174	Employee
F	09/02/2005	02/26/1974	32738	Employee
M	04/29/2005	04/01/1983	32127	Employee
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M	12/04/2009	05/24/1960	32119	Employee
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F	07/29/2019	07/05/1983	32164	Employee
M	11/09/2020	07/02/1999	32114	Employee
M	10/07/2019	01/04/1965	32117	Employee
F	10/21/2019	06/18/1967	32117	Employee
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M	12/09/2019	09/16/1983	32127	Employee
M	03/30/2020	11/28/1994	32724	Employee
M	03/09/2020	03/19/1961	32174	Employee
F	07/20/2020	05/27/1991	32164	Employee
M	07/21/2020	12/15/1973	32724	Employee
M	06/14/2021	11/21/1958	32117	Employee
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M	09/14/2020	11/18/1967	32174	Employee
M	11/30/2020	07/08/1988	32164	Employee

F	12/07/2020	04/25/1999	32129	Employee	
M	01/04/2021	01/16/2002	32124	Employee	
M	02/08/2021	11/21/1997	32117	Employee	
M	02/03/2021	09/28/1997	32720	Employee	
M	03/01/2021	08/09/1970	32117	Employee	
F	03/15/2021	03/05/1975	32127	Employee	
F	03/15/2021	06/08/1995	32174	Employee	
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F	04/27/2021	05/09/1963	32776	Employee	
M	04/05/2021	05/21/1980	32174	Employee	
F	04/26/2021	07/25/1970	32763	Employee	
M	06/21/2021	02/17/1996	32164	Employee	
F	06/09/2021	08/13/1991	32725	Employee	
M	07/19/2021	12/01/1988	32137	Employee	
M	08/31/2020	07/24/1964	32169	COBRA (Federal)	
Gender	**Hire Date**	**Birthdate**	**Zip**	**Employee Status**	**Basic Life Ins only - "X"**
M	11/05/1992	07/18/1966	32721	Retiree	X
F	10/03/2008	04/19/1958	32119	Retiree	
M	01/07/2011	06/26/1958	32174	Retiree	X
M	02/20/2004	08/22/1958	32127	Retiree	X
M	06/06/2003	03/04/1954	32117	Retiree	X
M	07/31/2015	12/13/1955	32110	Retiree	X
M	05/15/1985	03/18/1958	32174	Retiree	
F	11/29/2004	05/27/1963	32168	Retiree	X
M	11/26/1990	06/24/1967	32174	Retiree	X
F	07/08/1999	03/17/1956	32117	Retiree	X
M	03/25/1991	04/25/1954	32117	Retiree	X
F	06/16/2006	01/30/1953	32174	Retiree	X
M	05/28/1983	08/07/1960	32174	Retiree	
M	02/25/1974	04/08/1939	32120	Retiree	X
M	11/05/1985	10/12/1935	14108	Retiree	X
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M	12/01/1999	01/17/1949	32119	Retiree	X
M	11/27/1989	09/08/1945	32127	Retiree	X
M	03/11/1976	08/01/1956	32125	Retiree	X
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M	10/18/1973	12/01/1945	32174	Retiree	X
M	05/12/2006	02/26/1948	32176	Retiree	X
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M	06/10/1985	12/19/1946	32117	Retiree	X
M	04/11/1991	06/21/1950	32117	Retiree	X
M	04/25/1992	10/06/1957	32129	Retiree	
F	06/17/1991	08/07/1944	32124	Retiree	X

M	08/30/1965	06/02/1936	32174	Retiree	X
F	06/06/2003	09/03/1956	32117	Retiree	X
F	07/31/2015	05/08/1959	32110	Retiree	

Results for: City of Holly Hill
Records Listed: 9

Gender	Zip	Dep Relationship	Dep Gender	Same Sex Spouse	Dep Birth Date	Dep Zip Code
F	32117	Spouse	M	N	06/25/1964	32117
M	32169	Spouse	F	N	04/30/1969	32169
M	32137	Spouse	F	N	01/17/1989	32137
M	32137	Child	F		06/29/2018	32137
M	32164	Spouse	F	N	03/23/1995	32164
M	32721	Child	M		04/06/2000	32721
M	32721	Child	M		03/16/2006	32721
M	32721	Spouse	F	N	08/31/1963	32721
M	32721	Child	F		03/13/1997	14880

Attachment: RFP 21HRD001 - Broker and Employee Benefits - FINAL with Exhibits (3521 : Broker Services, Medical, Dental, Vision, Firefighter

Brown & Brown INSURANCE
EMPLOYEE BENEFITS

HOLLY HILL
FLORIDA

Request for Proposal
City of Holly Hill

RFP #21HRD001

Submitted To:
Diane Cole
Human Resource Manager
1065 Ridgewood Ave Holly Hill, FL 32117

Submitted By:
Jessica Scott
Senior Vice President
Brown & Brown of Florida Inc.
Est. 1939 Daytona Beach, Florida

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and







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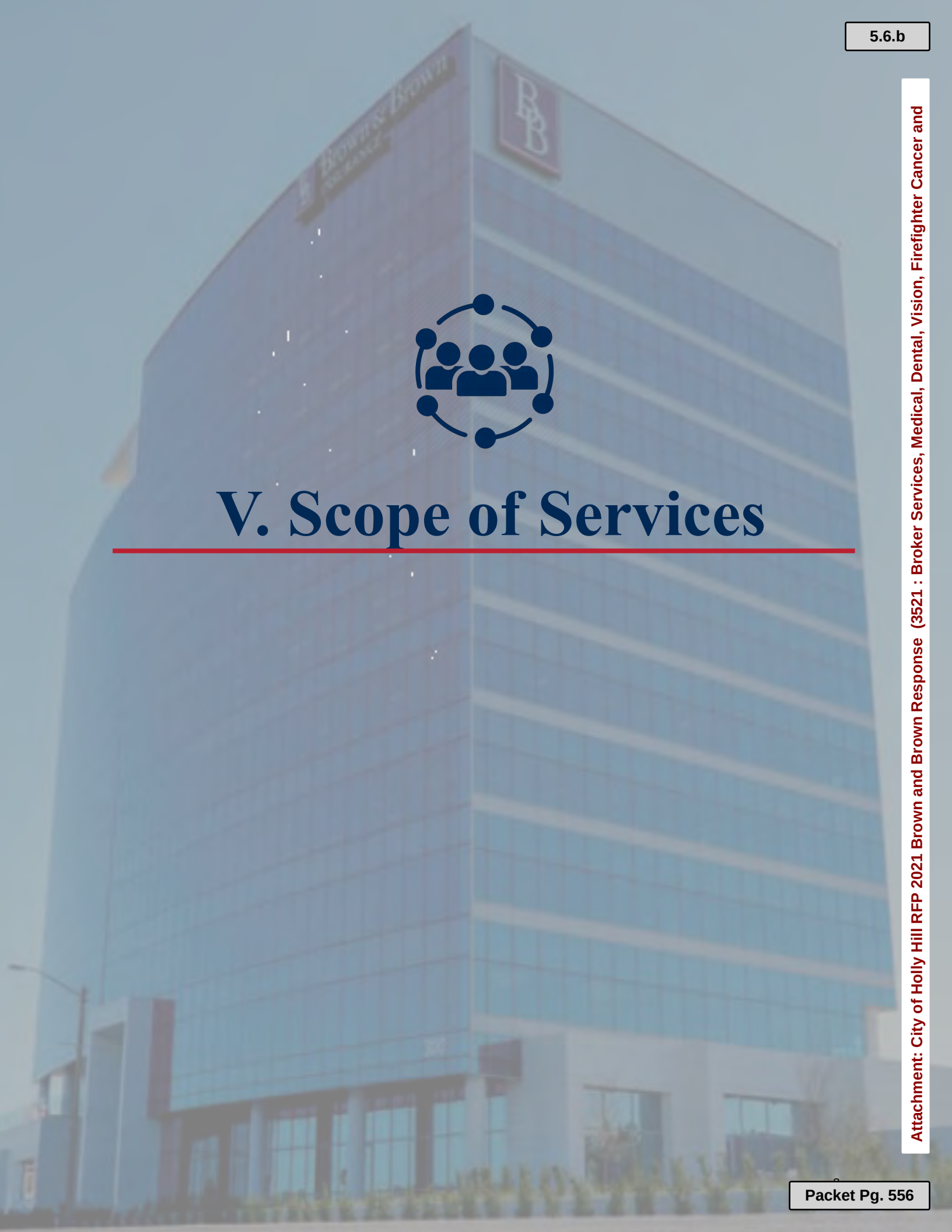
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Brown & Brown INSURANCE

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Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



V. Scope of Services

V. SCOPE OF SERVICES

AGENT OF RECORD SERVICES FOR EMPLOYEE BENEFIT PROGRAMS

The City of Holly Hill is currently fully-insured with Florida Health Care plans. The health plan provides coverage to full-time employees, their eligible dependents and retirees. The City of Holly Hill has approximately 107 full-time employees including the City Commission. There are 46 enrolled retirees in the basic life insurance plan with currently 7 retirees enrolled in the medical plan and one COBRA participant in the medical plan.

Currently, employees hired prior to January 1, 2021 have a choice between two plans with Florida Health Care: a Health Savings Account – POS plan and an HMO plan. Employees hired January 1, 2021 and thereafter are only entitled to enroll in the Health Savings Account plan.

The City of Holly Hill also offers an employer-paid basic life plan with AD&D which is currently with US-Able with a dependent and voluntary life option for employees to enroll and are responsible for 100% of the premium, as well as a fire cancer policy through Chubb – which is only provided for firefighters, and paid entirely by the City. Also, offered are PPO dental and vision plans through MetLife and EyeMed which are 100% paid by the employee.

New hire insurance is effective the 1st of the month following 30 days of employment and termination occurs on the last day of the month of which the employee is employed.

The City of Holly Hill is seeking a qualified Agent of Record for the purpose of reviewing and evaluating ongoing employee benefit programs to assure such programs are complying with all Federal, State, and Local rules. The Agent of Record will be expected to market carriers who can provide group Medical, Dental, Vision, Fire Cancer, and Life insurance in an effort to obtain the best product at the best price for the calendar year beginning January 1, 2022 and submit said proposals with this RFP. The term of this agreement will be one year beginning January 1, 2022. The agreement should include an option of the continuation of services for three (3) additional one (1) calendar year period renewals thereafter between the City and the selected firm. Employee benefit programs include Medical, Dental, Vision, Fire Cancer, and Life insurance products and services. The Agent of Record will advise on current trends or innovative programs that may be of interest to or benefit the City of Holly Hill employee benefit programs. The City of Holly Hill reserves the right to add, modify, or delete coverages as determined to be in the best interest of the city. All coverages are to be proposed to the City net of commission. Included within the scope of services the Agent of Record will facilitate claim review and coverage issues as requested.

The attachments to the bid show current plan designs, premiums and employee contributions. Please propose benefit plans that duplicate the current benefit levels as close as possible, as well at the alternate design that the City is requesting to promote clinic utilization similar to that offered through Florida Health Care's Wellness Centers. Specify how any other plan benefit options deviate from the current plan designs. The City of Holly Hill is requesting sealed proposals for insurance coverage for the following lines of group coverage:

- Medical
- Dental
- Vision
- Fire Cancer
- Life

The proposer will be expected to provide equal or exceed present services. Submittals are requested for fully-insured quotes. Insurance is to be effective beginning January 1, 2022.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Scope of Services Response:

Please provide the City of Holly Hill with the Scope of Services that your agency provided as the Agent of Record proposer for the Employee Benefits Program. The scope of services must include:

Medical proposers and pharmacy benefit providers are expected to provide fully insured proposals and alternate funding proposals.

See Section VII. Submission Details, Premiums Response for Brown & Brown's fully insured and alternate funding proposal.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

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

Brown & Brown Wellness Options

Our Process

We take a data-driven approach to designing a population health strategy that aligns with our organizational and workforce needs. We start with an understanding of your business issues and human capital needs and assess the relative importance to your organization of attraction/retention of talent, benefit costs, employee morale/engagement, absence and productivity. We then look at your claim data and analyze chronic condition cost & prevalence, high-cost claim drivers and preventive care adherence. We will assess your current programs, resources and engagement, then identify gaps and priorities with your team and develop a strategy with specific recommendations for programs, communication, incentives and measurement.

Clinical Expertise:

Our team of Population Health Consultants includes our national clinical leader, Dr. Louise Short, our national behavioral health leader, Dr. Joel Axler, an experienced regional representative, Ashley Diaz (bio attached), trained in health and well-being best practices. Many members of our Population Health team are certified in worksite well-being and have clinical backgrounds (i.e. RNs, registered dieticians, exercise physiology, masters degrees in public health and business administration, etc.)

Market Relationships:

Our Population Health Vendor Collectives offer clients preferred terms with best-in-class population health vendors including advocacy/navigation, expert medical opinion and EAP. We will offer additional collectives in 2022.

Actionable Analytics:

Our proprietary tools include our Total Impact Estimator that calculates client's total cost of their top chronic conditions – including medical, Rx, absence and presenteeism costs. We often use this tool to help our clients build the business case for taking action to address the mental health of their employees and families. We also use our analytical tools to establish a dashboard of key metrics that helps clients answer common questions like: How does my company's prevalence and cost of chronic conditions compare to benchmarks and how is it trending year over year.

Innovation Hub:

Our Innovation Hub includes a database of 150+ state-of-the-art vendors addressing a broad range of health and well-being. There are thousands of innovative health solutions in the marketplace and it's critical for employers to do their homework before adding a digital health solution to their workforce health strategy.



Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



From Wellness to Population Health & Well-being

KEYS TO A SUCCESSFUL JOURNEY

Our Population Health & Well-being approach is innovative, evidence-based and designed to help our customers attract and retain a healthy, engaged, and productive workforce.

STRATEGY FIRST | Don't put the solution before the problem. Start with an understanding of business issues and human capital needs, then apply our Intelligent Health Plan™ framework to develop a strategy with specific goals and objectives. Have a clear understanding of which workforce issues are having the most impact on your organization's performance. How important is attraction and retention of talent, benefit costs, employee morale and engagement, absence, and productivity? Then set priorities, establish measurable objectives, invest in evidence-based solutions, develop a plan to engage employees and their families, and monitor performance.

TAKE A HOLISTIC APPROACH | Historically, many employers focused their workforce health and productivity investments on physical health, and they looked at ROI as the primary outcome metric (i.e., the cost of their investment compared to the health care cost savings associated with the programs). Now, more employers are taking a broader "Value on Investment" (VOI) view of the impact their investments can have on business outcomes, and are including metrics such as employee engagement, productivity, absenteeism, presenteeism, and attraction/retention.

Health and well-being programs have also become more holistic with an expanded focus on emotional, financial, and social health as well as organizational culture. A recent Gallup Organization study found employees who thrive physically, emotionally, socially, and financially have 40% lower health care costs, 35% lower turnover, and 31% higher productivity.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



LEVERAGE DIGITAL HEALTH TECHNOLOGY | Digital health is one of the most far-reaching trends in health care and holds promise to improve access to care, change behaviors, and impact workforce health and productivity. For example, telemedicine solutions are available now to help treat earaches, provide therapy/counseling, and deliver physical therapy 24/7 in the privacy of your home. Remote devices monitor blood sugar, weight and blood pressure, and can improve management of chronic conditions such as diabetes and hypertension.

There are thousands of digital health solutions in the marketplace (according to Rock Health, in 2018 more than $8 billion was invested in 368 digital health deals). It's critical for employers to do their homework before adding a digital health solution to their workforce health strategy. The addition of digital solutions should be coupled with a strategy that is based on employer-specific data, promotes employee engagement, and is consistent with overall organization goals.

ENGAGE EMPLOYEES WITH A SUPPORTIVE CULTURE | Research supports the notion that employers with a positive culture who position health as a business value can enhance their bottom line and market brand. Develop a supportive physical work environment and take a top down/bottom up "sandwich approach" to building organizational support and engaging employees. Engage senior leaders to promote the value of employee well-being, empower managers to educate their teammates, and harness peer-to-peer influence by establishing a network of workforce health ambassadors. Leverage technology to personalize messaging, provide easy access to resources, and make it possible for employees to engage anytime, anywhere.

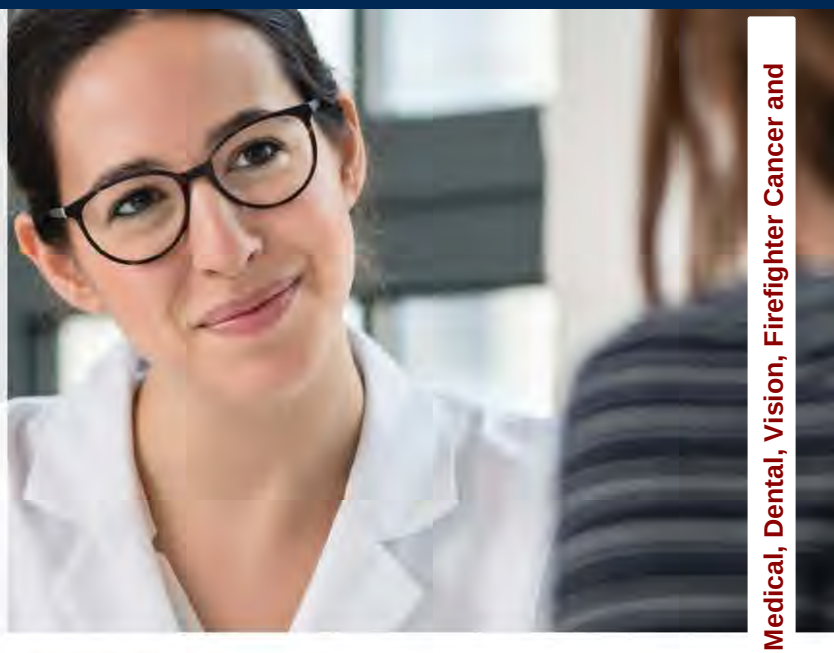
Ultimately one of the best measures of a program's success is how it is perceived by employees and the impact it has on employee engagement (i.e., those who are involved in, enthusiastic about, and committed to their work and workplace (Gallup)). Unfortunately, a typical survey response from a traditional wellness program participant is, "This is an HR initiative and I'm doing it for the money." Employers who take a population health and well-being approach should start hearing, "This is an employee benefit and I'm doing this to enhance all facets of my life."

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Brown & Brown INSURANCE

Population Health Consulting

For the health and well-being of your employees



Overview

Taking care of your employees can be a challenge. Rising costs, a marketplace flooded with digital and virtual solutions, and limited time and resources to develop and deploy effective strategies can all have an impact on you and your employee's health care. The Population Health Consulting team brings specialists to help you improve health outcomes, reduce costs, and increase workforce productivity. We "look under the hood" to understand your pain points, cost drivers, and the effectiveness of existing programs. We leverage our Innovation Hub to navigate the vast array of digital health solutions and develop a strategic roadmap to address your unique needs.



How We Can Help

Our Population Health Ambassadors act as an extension of your team to provide:

Standard Consulting Services

- Assess your current programs and engagement strategies
- Analysis of claims to identify your specific costs and productivity drivers
- 3-year custom roadmap with recommendations tailored to your unique needs
- Specialized vendor tools to help select the best vendor for your needs
- Engagement strategy for communication and incentive programs for your employees
- Performance dashboard and annual review
- Vendor implementation advice and support

Premium Consulting Services

- Clinical assessments of carrier/TPA case management programs
- Onsite clinic feasibility assessments and vendor oversight
- Custom vendor RFPs, evaluation, and selection
- Vendor implementation management and periodic performance review

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Population Health and Implementation

Population Health Management Team

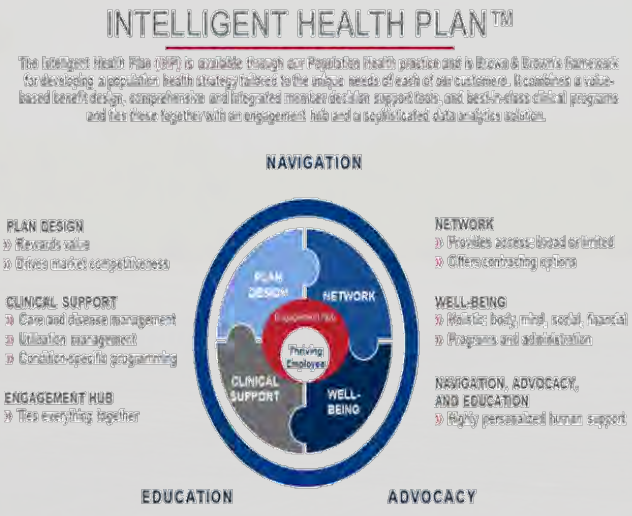
Brown & Brown has a National Population Health Management (PHM) team and we have an internal implementation department to assist in the roll out of any new product or service. Our PHM team helps with an understanding of business issues and human capital needs, then applies our Intelligent Health PlanTM framework to develop a strategy with specific goals and objectives. We can then have a clear understanding of which workforce issues are having the most impact on your organization's performance, how important it is to attract talent, benefit costs, employee morale and engagement, absence and productivity. We will then establish measurable objectives, invest in evidence-based solutions, develop and plan to engage employees and their families and monitor performance.

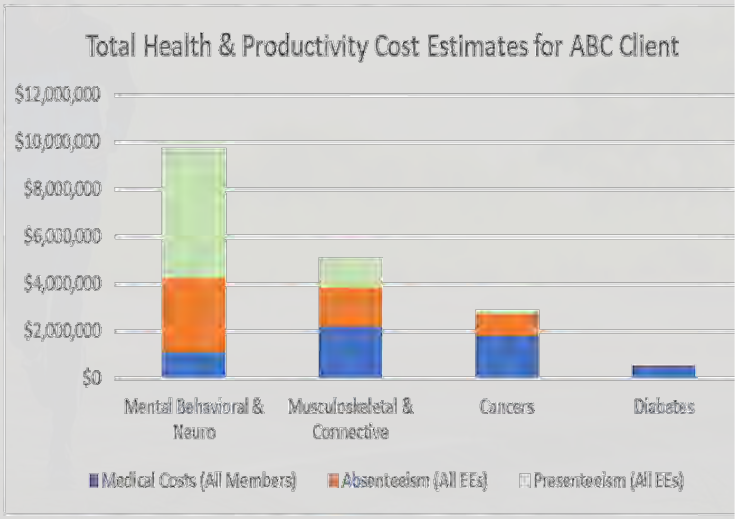
Employee Advocacy

Through the marketing process we will request wellness funds from the vendors in order to fund third party vendors that the City of Holly Hill may wish to engage. One large area of focus is employee advocacy. The advocacy vendors change the focus of large case management and disease management from engaging employees in traditional, non-effective methods to intercepting the members through calls and claims questions to assist them in understanding the plan and how to better manage their current acute or chronic health condition.

Employee Education

Our in-house implementation team's sole focus is employee education. They are available at any time during the year. At the beginning of our relationship we will determine the most effective utilization of this team in coordination with the team at the City of Holly Hill and can set a schedule of employee meetings, webinars, lunch and learns or one on one consultations. Our implementation team allows our clients to focus on the broader Value on Investment (VOI) view of the impacts their population health program can have on business outcomes and can increase employee engagement, productivity, attract talent and reduce absenteeism rather than just trying to influence physical health through traditional wellness programs.





Our Total Impact Estimator calculates client's total cost of their top chronic conditions – including medical, Rx, absence and presenteeism costs.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Worksite Wellness Program Employee Interest Survey

We are exploring the development of an employee wellness program and would like to learn about your interests in health promotion and health related activities. Please take a few minutes to complete this anonymous survey

1. Please indicate which location you work at

2. What type of wellness program is of most interest to you?
   - ☐ Physical wellness
   - ☐ Behavioral/emotional wellness
   - ☐ Financial wellness

3. Specifically which of the following health concerns would you like to know more about? (Check all that apply)
   - ☐ Arthritis
   - ☐ Asthma Management
   - ☐ Back care
   - ☐ Chemical Dependency
   - ☐ Cold/flue prevention and treatment
   - ☐ Diabetes
   - ☐ Exercise/fitness
   - ☐ Headache prevention and treatment
   - ☐ Healthy eating
   - ☐ Heart disease prevention
   - ☐ High blood pressure management
   - ☐ Osteoporosis
   - ☐ Menopause
   - ☐ Women's/Men's health
   - ☐ Mental health
   - ☐ Smoking cessation
   - ☐ Stress management
   - ☐ Weight management
   - ☐ Financial wellness (i.e. retirement planning, budgeting, debt management, income protection, etc.)

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4. If the following were offered, which would you participate in? (Check all that apply)
   - ☐ Health Risk Assessment (health screening with questionnaire)
   - ☐ Health screenings (blood pressure, cholesterol check etc.)
   - ☐ One on one health coaching
   - ☐ Education classes (one hour or multiple-sessions)
   - ☐ Walking/steps program/challenge
   - ☐ On-site Yoga
   - ☐ Weight loss challenge
   - ☐ Smoking cessation program
   - ☐ Health and wellness information provided via flyers/emails
   - ☐ Other:_____

5. If your employer wanted to get information out about their activities, news, or tips about healthy lifestyle choices, what would be your preferred way to get that information? (Select one)
   - ☐ A dedicated bulletin board
   - ☐ Weekly email tips
   - ☐ Discussions at staff meetings
   - ☐ Other:_____

6. Making important lifestyle changes is rarely easy for anyone. Still, some people have a better chance for success when they work with a buddy or in a group. Others have a better chance for success working by themselves. Which style better fits you?
   - ☐ I'm more likely to succeed with a buddy or in a group (either family, friends, or coworkers)
   - ☐ I'm more likely to succeed when I work on my own
   - ☐ I don't need to make any lifestyle changes

7. Are there any barriers that would prevent you from participating in wellness activities? (Check all that apply)
   - ☐ Lack of time
   - ☐ Privacy: my employer should not be involved in my personal health
   - ☐ Confidentiality: concern about others knowing my personal health
   - ☐ Lack of management support or pressure to get my work done
   - ☐ My job duties do not allow me to participate
   - ☐ Just not interested
   - ☐ Other (please specify):_____

8. If your employer was to provide an incentive for participation in a company health program which of these would motivate you to participate? (Check all that apply)
   - ☐ Gift Card
   - ☐ Time off with pay
   - ☐ Premium discount on health insurance plan
   - ☐ Exercise equipment (fitbit/apple watch/weights/etc.)

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☐ Other (please specify)_____

9. Which of these would you consider preventive visits? (Check all that apply)
   ☐ Mammogram
   ☐ Physical
   ☐ Visit with your doctor for the flu
   ☐ Cancer screening
   ☐ Immunizations
   ☐ Well woman/man exam

10. Would you be interested in being a part of a wellness committee that champions wellness initiatives?
   ☐ Yes
   ☐ No

11. If yes, and you feel comfortable, please provide your name below:

12. If you have any additional comments or suggestions for a wellness program please provide here:

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City of Holly Hill-Wellness Programming

*** denotes that this activity is part of the Wellness Initiative offered by the City*

1. **Dedicated certified fitFHCP Wellness Coordinator (no cost)**
   The City is assigned a dedicated, certified Wellness Coordinator to work with on their employee wellness program. The Coordinator serves as their Point of Contact for fitFHCP, FHCP programming, and any other questions the group may have.

2. **Quarterly meetings with FHCP (no cost)**
   FHCP meets regularly with the group to review the Wellness program's progress, benefits utilization reports, and to address any issues and questions. The following FHCP Wellness team members participate in all Wellness Team meetings with the City:
   - Designated fitFHCP Wellness Coordinator
   - WorkForce Wellness Medical Director
   - Assigned Account Management Specialist
   - City HR/Wellness/Benefits representatives

   The designated fitFHCP Wellness Coordinator provides additional reporting to the City such as Office Visit utilization, ER utilization, Gym Utilization, Health Care Analysis Report (Gap Report), Member Education Utilization, flu vaccine utilization

3. **Annual Strategic Wellness Plan and Customized Programming (no cost)**
   The assigned Wellness Coordinator collaborates with the City to create a customized annual program plan to achieve the City's goals. Using healthcare data available, results from employee interest surveys, and feedback provided by the City, the Wellness Coordinator creates an annual strategic plan with wellness activities and ways to incorporate other FHCP services.

4. **Assist with planning and implementing City's Wellness Initiative (no cost)**
   As part of the customizable fitFHCP program, FHCP encourages groups to offer their own incentives to employees that will encourage them to make better healthcare and utilization choices, and to participate more actively in the program itself. The Wellness Coordinator worked with the Human Resources Director and City Manager to design a comprehensive program that would reward employees for completing necessary screenings and for participating in activities that improved their overall health and well-being.

5. **Customized Wellness Portal page (no cost)**
   - Online Health Assessment**
     - In-depth questionnaire about lifestyle, health care choices, preventative care, and biometric values.

- Action Plans**
  - self-guided program plans for specific health topics
- Challenges & Events
  - Individual and team programs, preset challenges and customized challenges
- Knowledgebase Library
  - Health Library
  - Video Library
  - Symptom Checker
  - Medication Checker
- Tiered programs/Earn "points"/incentives offered by the group
- Sync fitness trackers and devices for programs

Every FHCP member has their own Member Portal account as well as their own Wellness Portal page. The assigned Wellness Coordinator works with the City to customize the programs offered and the content on the City's Wellness Portal Page. FHCP is able to provide the City with wellness portal utilization reports and Executive Health Summaries from the online Health Assessment.

6. **Telephonic Health Coaching** (no cost)**
   - Offered through the Wellness Portal
   - Available to all Holly Hill FHCP members
   - No co-pay, no limit on the number of sessions with a Coach

   Using the Transtheoretical Model of Behavior Change as the program's framework, FHCP offers Health coaching via the Wellness portal to members of our Wellness groups. Members have the opportunity to work one-on-one with a Health Coach towards a variety of health goals.

7. **Monthly fitFHCP Newsletter and updates (no cost)**
   Monthly, digital newsletter is sent out to the City and it includes health observances and education, FHCP updates and news, information about benefits, and current fitFHCP programming.

8. **Monthly Wellness Webinar series (no cost)**
   Monthly webinars and classes offered to FHCP members and non-members of participating wellness groups. Guest speakers include FHCP providers, financial planners, LCSWs, Dermatologists, and fitness instructors.

9. **Onsite Programming** (no cost)**
   - Workshops and demonstrations
   - Blood Pressure Screenings
   - Health Fairs

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- Employee engagement days
- Member Portal registration help

Onsite programs have been suspended due to the COVID-19 pandemic and will offered again when conditions improve.

10. **Employee Health Assessment** (no cost)**
    FHCP works with the City to plan and offer an Employee Health Assessment as part of their annual Wellness Initiative. Employees that attend have their height, weight, body fat, and blood pressure screened. They also get their non-fasting glucose, HDL, Total Cholesterol, and Ratio screened at the event. Participants receive a personalized, comprehensive report and can speak with a Health Coach to review their results, ask questions, and learn more about FHCP services. Aggregate reporting is available for the group after the event.

11. **Onsite Vaccinations** (no cost)**
    - Flu shots: minimum attendance requirements, FHCP members only
    - COVID-19 vaccinations: minimum attendance requirements, available to FHCP members and non-members.

12. **Local Fare Farm Bag discount (no cost)**
    FHCP secured a discount for City employees for a produce delivery service.

13. **Blue365 (no cost)**
    Discount programs through Blue365 that include savings with national vendors on fitness equipment, health services and gym memberships

14. **Free 24/7 Nurse hotline for FHCP members (English/Spanish) (no cost)**

15. **Call Center available 24/7 to FHCP members and their covered dependents. (no cost)**

16. **Preferred Fitness benefit (additional cost to group)**
    This gym benefit grants employees and dependents free access to over 80 gyms and fitness facilities.

17. **Occupational Medicine Services Agreement (additional cost to group)**
    FHCP currently has an agreement with the City to provide the following occupation health services.
    - Annual Firefighter Physicals
    - Employee vaccinations

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ON-LINE HEALTH ASSESSMENT

fitFHCP
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Completing a personal health assessment is a valuable health tool and a good opportunity to check in on your own well-being.

As the community leader in **wellness**, Florida Health Care Plans (FHCP) strives to build an **inclusive**, empowering workplace **culture** focused on **total well-being** so that employees have the tools and resources necessary to lead **healthier, happier lives**.



KNOWLEDGE IS POWER

FHCP believes that our members deserve access to reliable, high-quality health and wellness information. The on-line health assessment is an interactive, educational resource that can help guide you as you improve your overall health and well-being.

- Generates a detailed report of your results immediately
- Provides valuable insight into how your lifestyle is affecting your health
- Helps you set goals for improving or maintaining your health
- Suggests activities on the Wellness portal based on your results
- Tracks your progress and improvements year to year

CONFIDENTIAL AND SECURE

Don't worry, the answers and information you share in the assessment are private and confidential. Your individual results will not be shared and they will not affect your benefits or coverage.

WHAT WE ASK ABOUT:

- Any current health and wellness goals
- How you feel about making changes to your health
- If you want to make healthy lifestyle changes
- Your emotional wellbeing and how you're feeling
- Nutritional choices and habits
- Exercise habits and physical activity levels
- Any current health conditions

HOW TO ACCESS IT

1. Go to www.fhcp.com
2. Log into your Member Account
3. Click on "My Health"
4. Click on "Health Assessment"

MAKE SURE TO ANSWER ALL OF THE QUESTIONS AND HIT "SUBMIT" WHEN IT'S DONE.

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386-676-7110
WELLNESS@FHCP.COM

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PREFERRED FITNESS PROGRAM

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80+

We have over **80 gyms** in our ever **growing** network of preferred fitness partners

FHCP offers a **variety** of health, wellness, and fitness programs at **little** or **no cost** to members.



UNLIMITED ACCESS, UNLIMITED POSSIBILITIES

The Preferred Fitness Program is one of FHCP's most popular benefits that you can offer to your employees. This program offers your employees and their dependents **free, unlimited** access to over 80 gyms and fitness facilities. We partner with a wide variety of facilities so that your employees can find the best fit for them.

BENEFITS OF EXERCISE AND PREFERRED FITNESS:

- Boosts creativity and focus
- Recruitment and retention
- Combats health conditions and diseases
- Improves mood and morale
- Weight management
- Stress relief and relaxation

JUST SOME OF OUR FHCP GYM PARTNERS

- Volusia-Flagler Family YMCA: 6 locations!
- Gold's Gym in Ormond Beach
- Planet Fitness in Daytona Beach, St. Augustine, Palm Coast, Rockledge
- Workout Anytime in Daytona Beach Shores
- New Smyrna Beach Athletic Club
- Anytime Fitness in Port Orange, Melbourne, Ormond Beach
- Crunch Fitness in Deltona
- St. Augustine YMCA
- Ponte Vedra YMCA

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WELLNESS PROGRAMING

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When you choose *fitFHCP* Wellness you have a dedicated Certified Wellness Professional working side-by-side with you every step of the way.

As the community leader in **wellness**, Florida Health Care Plans (FHCP) strives to build an **inclusive**, empowering workplace **culture** focused on **total well-being** so that employees have the tools and resources necessary to lead **healthier, happier lives**.



FIND YOUR COMPANY'S "FIT" WITH fitFHCP

Like people, every company has a unique culture, health needs and budget. Let our team of dedicated certified wellness professionals work with your company to develop a program that is a good fit.

WITH fitFHCP OUR STAFF CAN OFFER OPTIONS LIKE:

- Comprehensive claims and health trend reports
- Strategic wellness plans
- On-site biometric screenings
- On-site personal and telephonic health coaching available year-round
- Access to Registered Dietitians and Certified Diabetes Educators
- On-site wellness workshops
- Customizable monthly newsletters
- Engaging challenges and fun activities
- Interactive member portal

CREATE A HEALTHY CULTURE WITH fitFHCP

Let *fitFHCP* guide you step-by-step in building a healthier, happier workforce. The first step is all about offering choices to your employees that support making lifestyle changes, and we have the resources to help.

LET US HELP YOU:

- Remove barriers to success
- Creatively engage with your employees
- See the big picture when it comes to healthcare and benefits
- Make a lasting difference in your workplace

ACCESS IS KEY

Let us save you time and money! *fitFHCP* has you covered with our WorkForce Wellness Program that provides same-day appointments with reduced copays at our Extended Hours Care Centers.

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POPULATION HEALTH

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GOAL!

The goal of population health is to improve everyone's quality of care; to empower employees, through knowledge and information, to take control of their health.

MAKE IT PERSONAL

Our dedicated wellness team will work with your employees to learn to be proactive and not reactive. Utilizing a plethora of free tools at their disposal; educating employees with tools to take care and control of their health care decisions.

WHY CHOOSE fitFHCP: PROVEN RESULTS

As your healthcare provider, FHCP has access to in-depth claims data and the ability to identify any health trends and risks that exist within your group. Let our interdisciplinary team create a Strategic Wellness Plan just for you so that your employees can lead healthier lives and you can see positive results!

- One local organization has over **94%** of their employees actively participating in their wellness program and earning premium incentives.
- In the first year of wellness programming, one company lost a combined **3,000 pounds**!
- In the last two years, one local municipality has **cut their ER visits in half** and has **saved an estimated $170,000** by working with a Certified Wellness Coordinator.

DID YOU KNOW THAT POPULATION HEALTH MANAGEMENT:

- Reduces costly emergency room visits and hospitalizations.
- Lowers the cost per service through an interdiciplinary care team of medical professionals.
- Improves the overall patient experience by providing better access to care.
- Promotes patient engagement and empowers patients to better self-manage their health and participate in the decision making process.

CONVENIENT ONLINE TOOLS

Take control of your health with our suite of online tools provided exclusively to *fitFHCP* members.

FREE MEMBER PORTAL

- Comprehensive Video Library
- Personal Lifestyle Health Assessment
- Individual On-Site and Telephonic Coaching
- Action Plans for Health Improvement
- Fun, Educational, Interactive Challenges
- Personal Trackable Results

FREE PATIENT PORTAL

- Choose a Primary Care Physician
- Request, cancel or reschedule appointments with FHCP staff physicians
- Send a secure message to your FHCP staff physician
- View lab and test results
- Request prescription renewals from your FHCP staff physician

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fitFAQS FOR EMPLOYERS

Q: WHAT IS fitFHCP?

A: fitFHCP is our new, customizable wellness program created just for your employees! FHCP doesn't believe in a "one size fits all" approach to health and that is why we offer a multitude of options. fitFHCP is full of fun activities and challenges, helpful education and resources, and it encourages employer groups to make employee well-being a priority and to inspire individuals to "find their fit".

Q: WHAT MAKES fitFHCP DIFFERENT FROM OTHER GROUP WELLNESS PROGRAMS?

A: People! fitFHCP pairs our employer groups with a dedicated fitFHCP wellness professional to work directly with your company to develop a customized employee wellness program that fits the needs of your employees.

Q. WHEN YOU SAY FUN ACTIVITIES, WHAT DO YOU MEAN?

A: Great educational wellness workshops, team challenges, community events, unlimited gym access, onsite activities, interactive online tools, personalized telephonic health coaching and so much more!

Q: WHY SHOULD WE OFFER THE fitFHCP PROGRAM TO OUR EMPLOYEES?

A: FHCP has long been a community trail-blazer in wellness. fitFHCP strives to help your organization build an inclusive, empowering workplace culture focused on total well-being so that your employees have the tools and resources necessary to lead healthier, happier lives. There is no cost to you to participate in our wellness programming.

Q: HOW DOES fitFHCP HELP TO REMOVE BARRIERS TO GOOD HEALTH FOR OUR EMPLOYEES?

A: Convenient, affordable access to near-site Extended Hours Care Centers with reduced copays.

Q: HOW WILL OUR COMPANY BENEFIT FROM OFFERING fitFHCP?

A: fitFHCP tracks and monitors the success of programs designed to improve employee health, well-being, stress and fitness. By offering inclusive programing, strategic planning and targeted goals, fitFHCP can provide valuable data and insight on what is working to improve your employees' journey to total well-being.

Q: WHO IS ELIGIBLE TO PARTICIPATE IN fitFHCP?

A: All FHCP Large Group Employers are welcome to offer this program to their employees. Employer groups are asked to sign an agreement to support and promote participation in wellness events, challenges, and activities developed specifically for your employees.

fitFHCP PREFERRED FITNESS FAQS

Q: HOW DOES THE fitFHCP PREFERRED FITNESS PROGRAM WORK?

A: It's all about flexibility! Once the fitness option is added to your employee benefit package, your employees may visit as many of the gyms, fitness centers and YMCAs as they wish. There are no membership or joiner fees. Employees are not limited to using just one facility or to a certain number of visits. All are encouraged to go try them out to find the right fit!

Q: WILL IT COST US ANYTHING TO ADD THIS BENEFIT?

A: Yes, there is a cost to the group to add this benefit. You will incur a low PMPM charge to your monthly premium for access to the Preferred Fitness program.

Q: CAN OUR EMPLOYEES' FAMILIES JOIN THE GYMS?

A: Yes, spouses and children covered under the employee's plan through FHCP are also eligible to access the gyms. FHCP does not limit the age of who is eligible for gym access; however, every participating facility in our network has different age restrictions due to liability and safety.

Q: WILL MY EMPLOYEES HAVE THE SAME PRIVILEGES AS A PAYING MEMBER?

A: You Bet! Participating facilities are required to offer the basic membership package to FHCP members. Additional services (personal training, massages, tanning, classes etc.) may be purchased by the member for additional cost.

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FLORIDA HEALTH CARE PLANS

EXTENDED HOURS CARE CENTERS

VOLUSIA/FLAGLER COUNTY

SOME REASONS TO VISIT EXTENDED HOURS CARE CENTERS



vs.



SOME REASONS TO VISIT THE EMERGENCY DEPARTMENT

- Acute minor trauma
- Cough, cold or flu
- Strains & sprains
- Minor allergic reactions
- Immunizations
- Low back pain
- Placement of stitches for a cut/laceration
- Removal of stitches
- Urinary tract/bladder infections

- Any life-threatening emergency
- Any severe illness or injury
- Unresponsiveness
- Chest pain
- Weakness on one side
- Inability to speak
- Spine or head injury
- Mental status change
- Difficulty breathing
- Uncontrolled bleeding
- Poisoning

VISITING FHCP'S EXTENDED HOURS CARE CENTERS OVER THE EMERGENCY ROOM CAN SAVE YOU TIME & MONEY!

FHCP - Daytona Beach
350 N. Clyde Morris Blvd.
Daytona Beach, FL 32114
386-238-3204
Mon - Fri: 7:00 a.m. - 7:00 p.m.
Sat: 8:00 a.m. - Noon

FHCP - DeLand
937 N. Spring Garden Ave.
Deland, FL 32720
386-736-1948
Mon - Fri: 7:00 a.m. - 7:00 p.m.

FHCP - Edgewater
239 N. Ridgewood Ave.
Edgewater, FL 32132
386-427-4868
Mon - Fri: 7:00 a.m. - 7:00 p.m.
Sat: 8:00 a.m. - Noon

FHCP - Orange City
2777 Enterprise Rd.
Orange City, FL 32763
386-774-2550
Mon - Fri: 7:00 a.m. - 7:00 p.m.
Sat: 8:00 a.m. - Noon

FHCP - Ormond Beach
461 S. Nova Rd.
Ormond Beach, FL 32174
386-671-4337
Mon - Fri: 7:00 a.m.- 7:00 p.m.

FHCP - Port Orange
740 Dunlawton Avenue
Port Orange, FL 32127
386-763-1000
Mon - Fri: 7:00 a.m. - 7:00 p.m.

*CALL FHCP CENTRAL SCHEDULING AT **386-676-7198** TO SCHEDULE AN APPOINTMENT AT ONE OF OUR FHCP FACILITIES*

Advanced Urgent Care-Port Orange
1690 Dunlawton Ave., Ste. 120
Port Orange, FL 32127
386-271-2273
Mon- Fri: 7:00 a.m.- 10:00 p.m.
Sat & Sun: 9:00 a.m.- 7:00 p.m.

Pediatric Unscheduled Care Walk-In Clinic
999 S. Volusia Ave. Ste. B
Orange City, FL 32763
386-763-4915
Wed: 1:00 p.m.- 6:00 p.m.

MediQuick Walk-in Clinic
140 Pinnacles Dr.
Palm Coast, FL 32164
386-597-2829
Mon - Fri: 8:00 a.m.- 6:30 p.m.
Sat: 8:00 a.m.-5:30 p.m.
Sun: 10:00 a.m.-4:30 p.m.

MediQuick Walk-in Clinic
6 Office Park Dr
Palm Coast, FL 32137
386-401-5470
Mon - Fri: 8:00 a.m.- 7:30 p.m.
Sat: 8:00 a.m.-5:30 p.m.
Sun: 8:00 a.m.-2:30 p.m.

Avoid unnecessary, costly Emergency Room visits, and save time by using an Extended Hours Care Center (EHCC). EHCC locations offer same-day appointments and are conveniently located throughout the community

For additional questions, please contact Member Services
Commercial Members: 386-615-4022 or 1-877-615-4022 (TTY: 1-800-955-8770). 8:00 a.m.- 8:00 p.m. local time, Monday-Friday.
Medicare members: 1-833-866-6559 (TTY: 1-800-955-8770), 8:00 a.m.- 8:00 p.m. local time, 7 days a week from October 1- March 31, except for Thanksgiving and Christmas. From April 1 – September 30, our hours are 8:00 a.m.- 8:00 p.m. local time, Monday-Friday.

For a complete list of Urgent Care centers, please visit:
Commercial Members:
www.fhcp.com/providersearch
Medicare members:
www.fhcpmedicare.com/providersearch

Florida Health Care Plans

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TELEPHONIC HEALTH COACHING



Ready to make some changes?

Not sure where to start?

FHCP has a great opportunity for you! Connect with a health coach to help you.

- FREE support for healthy lifestyle changes
- Tailored to your goals
- Flexible, scheduled and confidential phone sessions
- Certified, experienced coaches

For more information, or to sign-up for telephonic coaching, contact us at:
healthcoach@fhcp.com

Provide the following in the e-mail:
- name
- best phone and e-mail contact
- FHCP member number
- date of birth

Be sure to create your FHCP member portal account and complete your on-line health assessment. The coaches use the assessment information to guide the coaching sessions.

Allow for 3-5 business days for a Health Coach to reach out to you.

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DIABETES & NUTRITION EDUCATION

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FHCP offers a variety of free **Diabetes & Nutrition Education** programs to our members focusing on **Prevention, Early Detection and Management**. Flexible class options are designed to accommodate working adults.

The American Diabetes Association estimates that in 2017, diagnosed diabetes cost Americans

$327 BILLION

www.diabetes.org



LET THE FHCP EXPERTS HELP YOUR EMPLOYEES

Our team of Certified Diabetes Educators (CDE), Nurses (RN/LPN) and Registered Dietitians (RD) are dedicated to serving and educating our members. By listening to our members' needs, these professionals help empower individuals with tools, skills and techniques necessary to follow a prescribed diabetes treatment plan.

DIABETES PREVENTION PROGRAM

This free, two-hour class is designed to help members identify risk factors for developing diabetes. It includes strategies and tools to understand the relationship between nutrition, exercise, and lifestyle to overcome barriers to prevent Diabetes.

DIABETES EDUCATION PROGRAM

Self-management education is the key to motivating our members living with diabetes. Teaching members to make decisions to better manage their condition, prevent complications and to take control of their health.

Recognized by the American Diabetes Association and taught by Certified Diabetes Educators, this free 10-hour diabetes education program covers an extensive curriculum.

- Overview of diabetes
- Controlling possible complications
- Signs and symptoms
- Lifestyle changes
- Updated monitoring guidelines
- 1:1 Medical nutrition counseling sessions with a Registered Dietitian

ON-SITE WELLNES WORKSHOPS INCLUDE:

- "A Touch of Sugar" (Diabetes)
- "What Should I Eat?" (Pre-Diabetes)
- "Reading Between the Lines" (Food Labels)
- "How to Pack a Healthy Lunch"
- Food Trends
- "Fats: The Good the Bad and the Ugly"
- Holiday Eating
- "Healthy Plate: It's for You"
- "How Big is Your Plate?"

TESTIMONIAL

"I THINK THE CLASS WAS THE BEST THING I COULD HAVE DONE. MY BLOOD SUGARS ARE CONTROLLED BY DIET AND EXERCISE. I TAKE NO PILLS." K. G. 6/4/18

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WELLNESS@FHCP.COM

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WEIGHT MANAGEMENT

fitFHCP
Healthy Starts Here ®

FHCP offers a **variety** of free health, wellness, and fitness programs.



228 POUNDS

146 participants lost a combined 228lbs in **one cycle** of our **Eat Right, Move Right** program.

USE OUR EXPERTISE TO HELP YOUR EMPLOYEES

Keeping up with a healthy lifestyle is rewarding. Let the ***fitFHCP*** team guide your employees toward sustainable lifestyle changes focused on total well-being. Employees are encouraged to overcome barriers so that they can make better food choices, get more exercise, and develop better stress management and coping skills.

WEIGHT MANAGEMENT/EAT RIGHT MOVE RIGHT

"Eat Right, Move Right" is a **free**, six-week course that promotes a lifestyle change approach to weight loss for members with a Body Mass Index (BMI) over 27. Class topics include how to increase activity, improve eating habits, and change behaviors for permanent weight loss. Members will learn to set realistic goals, make behavior changes, use the USDA plate method, manage dining out experiences, and change food shopping habits.

EAST COAST BARIATRICS

East Coast Bariatrics (ECB) provides members with a personalized, evidence-based approach to weight loss. When it comes to individual weight loss goals, members are supported by our expert team on their journey to better health. For more than 15 years, ECB has been providing individuals throughout the area with the information, guidance, and quality bariatric services they need to take that first step; supporting long-term weight loss success through comprehensive, compassionate care.

ON-SITE WELLNESS WORKSHOPS INCLUDE:

- "How Big is Your Plate?" (USDA Plate Method)
- "Healthy Plate: It's For You!"
- Holiday Eating
- Setting and Beyond (Goal Setting)
- Diet and Lifestyle Change
- "Take a Tech Break: Limit Screen Time" (Exercise/Disconnect)
- Staying Active

fitFHCP ®

386-676-7110
WELLNESS@FHCP.COM

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08/26/19

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HEART HEALTH EDUCATION – CONTROLLING HIGH BLOOD PRESSURE (HYPERTENSION)

fitFHCP
Healthy Starts Here ®

An estimated
103 MILLION
American adults have high blood pressure

www.heart.org

FHCP offers a **variety** of free health, wellness and fitness programs.



Healthier employees are less likely to call in sick. Employees with multiple heart disease and stroke risk factors such as high blood pressure and high cholesterol cost employers more in terms of medical care, absenteeism, and lost productivity than employees with one or none of these risk factors.

USE OUR EXPERTISE TO HELP YOUR EMPLOYEES

There is no single approach to managing heart health. FHCP believes and utilizes an interdisciplinary, multifaceted approach when working with our members. Let our professionals show your employees how to incorporate healthy eating, physical activity, problem-solving, stress-reduction and coping skills in their daily life. Members learn more about making everyday lifestyle habit changes and decide for themselves which ones need the most attention.

HEALTHY HEART NUTRITION PROGRAM

fitFHCP also offers a free, two-hour hypertension self-management class taught by our staff of Registered Dietitians. This class focuses on the DASH (Dietary Approaches to Stop Hypertension) diet and low sodium education.

ON-SITE WELLNESS WORKSHOPS INCLUDE:

- On-site blood pressure clinics
- "Reading Between the Lines" (Food Labels)
- "How to Pack a Healthy Lunch"
- Food Trends
- "Fats: The Good the Bad and the Ugly"
- "DASHing to Food Strategies: Reducing Blood Pressure" (Hypertension)

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386-676-7110
WELLNESS@FHCP.COM

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fitFHCP
Healthy Starts Here ®

fitFHCP Mission Statement

As the community leader in **wellness**, FHCP strives to build an **inclusive**, empowering workplace **culture** focused on total **well-being** so that employees have the tools and resources necessary to lead **healthier, happier lives**.

To:

Date:

Subject:

Florida Health Care Plans (FHCP) is excited that you are interested in finding ways to improve the health and well-being of your company's most precious assets: your employees.

When it comes to employee health and well-being, FHCP stays ahead of the curve. We are proud to introduce fitFHCP - our new program designed to engage employees in improving their own health and well-being! fitFHCP has a plethora of programs, services and options available to meet the everchanging needs of our employer groups.

Building on many of the great programs and resources that have been the foundation of FHCP employee wellness programing for more than 15 years, the fitFHCP team has developed even more new, exciting options that focus on personal total well-being.

In this packet you will find programing materials to help you understand all that fitFHCP has to offer:

- Dedicated Wellness Coordinator
- Comprehensive claims and health trend reports
- Onsite health and wellness programming
- Access to Registered Dietitians and Certified Diabetes Educators
- Interactive and customizable online wellness portal
- Preferred Fitness program
- And so much more!

Interested in hearing more about fitFHCP? Please contact:

Catie Rosekelly
Manger of Wellness
crosekelly@fhcp.com
(386) 676-7100 ext. 7613

Mary Lou Blackmer
Business Development Representative
mblackmer@fhcp.com
(407) 756-5745

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final: 12/02/2019

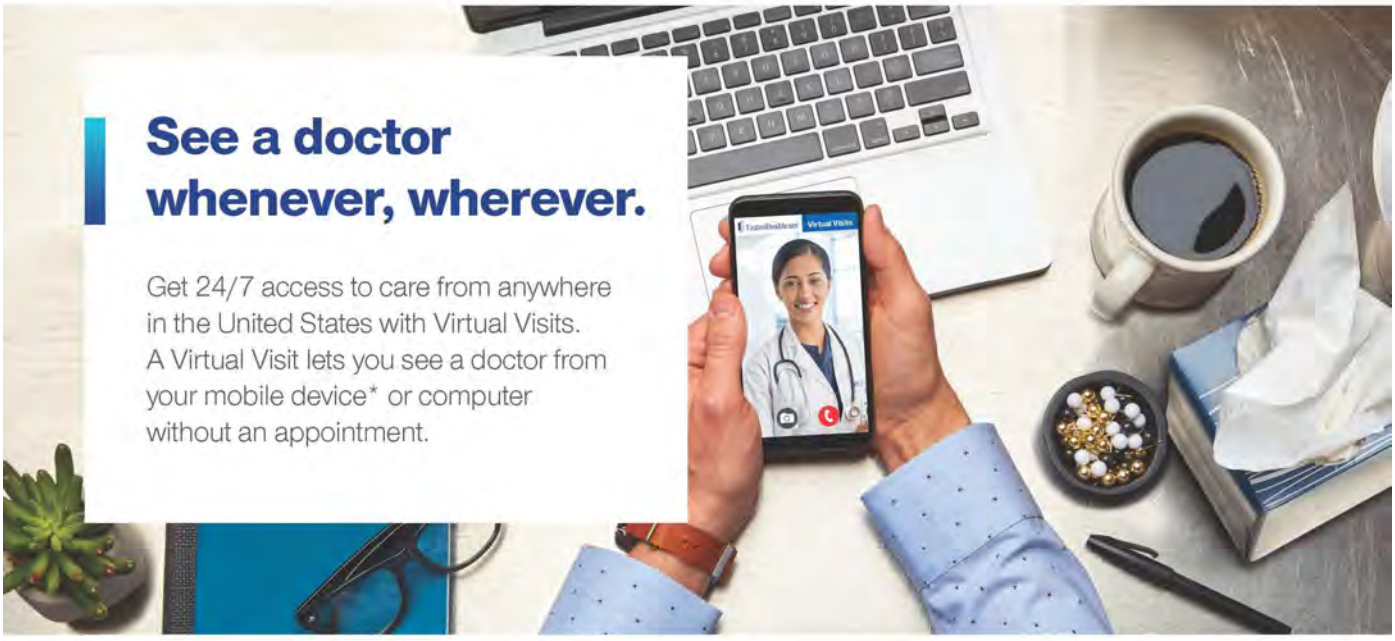
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UHC & Benecon Response

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Health Management | Virtual Visits



Seeing a doctor may be easier.

Choose from an Amwell®, Doctor On Demand® or Teladoc® network provider and pay $50** or less for the visit. All 3 Virtual Visits provider networks are covered under your health plan benefits.

amwell

dr. on demand

TELADOC.

Tips for registering:

1. For Virtual Visits access or to find out more, download the Amwell, Doctor On Demand*** or Teladoc mobile apps today.
2. Locate your member ID number on your health plan ID card.
3. Have your credit card ready to cover any costs not covered by your health plan.
4. Choose a pharmacy that's open in case you're given a prescription.†

To learn more or start a Virtual Visit, go to uhc.com/virtualvisits or myuhc.com®.

UnitedHealthcare®

*Data rates may apply.
**The Designated Virtual Visit Provider's reduced rate for a virtual visit is subject to change at any time.
*** Doctor On Demand does not support any version of Internet Explorer®.

†Certain prescriptions may not be available, and other restrictions may apply.

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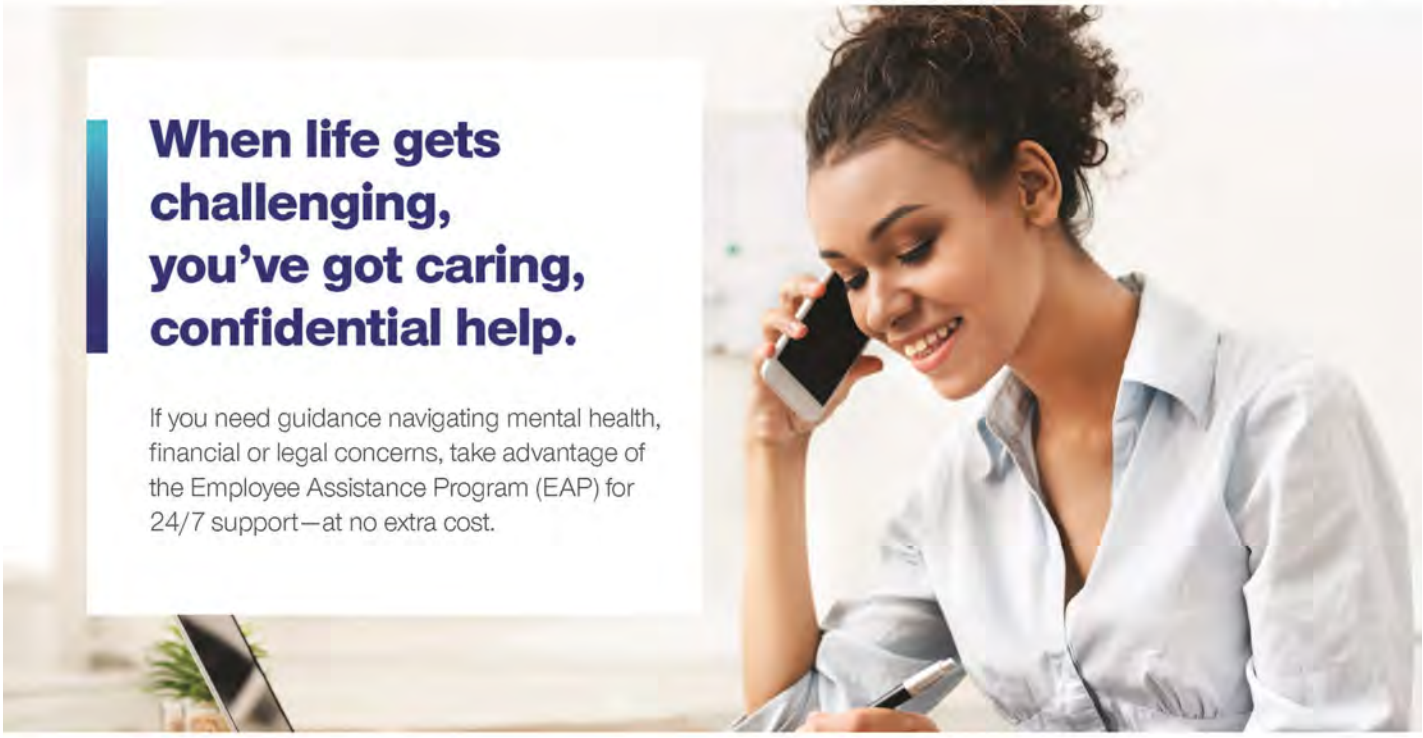
Virtual Visits phone and video chat with a doctor are not an insurance product, health care provider or a health plan. Unless otherwise required, benefits are available only when services are delivered through a Designated Virtual Network Provider. Virtual Visits are not intended to address emergency or life-threatening medical conditions and should not be used in those circumstances. Services may not be available at all times or in all locations.

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When life gets challenging, you've got caring, confidential help.

If you need guidance navigating mental health, financial or legal concerns, take advantage of the Employee Assistance Program (EAP) for 24/7 support—at no extra cost.

It's good to know you're not alone.

Reaching out to an EAP consultant is a good first step. They're trained to understand your concerns so they can connect you with the consultant or service best able to help you:

- Address depression, anxiety or substance use issues.
- Improve relationships at home or work.
- Manage stress.
- Work through emotional issues or grief.
- Assistance with legal and financial concerns.

One call puts you in touch with a clinician, counselor, mediator, lawyer or financial adviser who could help change your life for the better.

Call the member phone number on your health plan ID card and ask to speak to an EAP consultant. Or, contact EAP directly 24/7 at 1-888-887-4114.

UnitedHealthcare®

The material provided through this program is for informational purposes only. EAP staff cannot diagnose problems or suggest treatment. EAP is not a substitute for your doctor's care. Employees are encouraged to discuss with their doctor how the information provided may be right for them. Your health information is kept confidential in accordance with the law. EAP is not an insurance program and may be discontinued at any time. Due to the potential for a conflict of interest, legal consultation will not be provided on issues that may involve legal action against UnitedHealthcare or its affiliates, or any entity through which the caller is receiving these services directly or indirectly (e.g., employer or health plan). This program and its components may not be available in all states or for all group sizes and is subject to change. Coverage exclusions and limitations may apply.

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Health Management | 1-year Peloton Digital Membership



Adding value and inspiring healthier behavior

Discover a wellness offering designed to help make fitness more accessible for your employees. It adds value to your benefits and may help them take ownership of their health and well-being.

UnitedHealthcare is bringing quality digital fitness classes right to your employees' fingertips. It's a program that helps them lead more active lives—and it's available at no additional cost to them.

- UnitedHealthcare plans include 1 year of Peloton® Digital Membership*
- $155 value per employee and each covered family member**
- Single, comprehensive offering for various fitness levels, no equipment required
- Access to Peloton's engaging digital fitness and meditation classes

Taking exercise to a new level

Peloton's immersive live and on-demand digital classes may help employees of all fitness levels get motivated to achieve their health goals. The digital experience makes it convenient to jump into a workout anywhere, anytime, from a phone, tablet or TV.

- Engaging variety of classes to choose from
- Flexibility that may fit any schedule with classes from 5 to 90 minutes
- Exciting workouts led by expert instructors who bring their knowledge, personality and curated playlists
- Help for achieving goals through progress tracking with workout metrics
- Motivating challenges and training programs
- Engaging social features to connect with others

continued

The reality of inactivity

Only **50%**

of adults get the exercise needed to help reduce and prevent chronic diseases[1]

$117B

per year

is spent on health care costs associated with inadequate physical activity[1]

United Healthcare | PELOTON

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A truly engaging experience

Employees get access to Peloton's library of classes. Engaging options for strength, yoga, cardio, meditation, stretching, walking, running, cycling and more have resulted in:

- 93% annual retention rate among subscribers[2]
- Average of 25 workouts per month[3]
- Peloton App rating of 4.9/5 stars by over 502,000 users[4]



High praise

★★★★★

"This app has single-handedly motivated me to work out every day!"

Google Play® review

★★★★★

"…This app makes it so much easier to work out on my own time."

App Store® review

Helping to deliver more for you and your employees

Help support your employees in their wellness journey with 1-year Peloton Digital Membership at no additional cost to them. It's another way our health plans are aiming to bring you and your employees greater value through better benefits.

For your employees

- An exciting, convenient way to help fit exercise into their day
- Engaging support to help them reach their health and well-being goals
- Potential to help them get healthier and lower their out-of-pocket costs
- Convenient to get started

For you

- Employee satisfaction through access to a top fitness brand
- Opportunity to help increase employee engagement and health ownership
- Potential for increased productivity through improved health and well-being
- May reduce health care costs

Learn more

For questions or more information about this exciting offering, contact your broker or UnitedHealthcare representative

United Healthcare | PELOTON®

*Available to fully insured customers in applicable health plans who register for an account with Peloton. Subject to state legal and regulatory availability. UnitedHealthcare members that own a Peloton Bike or Tread can receive equivalent value ($155) to be credited to an All-Access Membership. Credit to All-Access Membership limited to 1 per family. **Must be 18+ years of age and covered under applicable UnitedHealthcare health plan. Peloton offers its services directly to consumers pursuant to an agreement between Peloton and the consumer.

[1] Centers for Disease Control and Prevention. "Physical Activity." cdc.gov/physicalactivity/about-physical-activity/why-it-matters.html. Accessed August 2020. [2] Peloton Investor & Analyst Session, Sept. 15, 2020. [3] Peloton analysis among connected fitness members and includes all types of workouts (bike, treadmill, app), April–June 2020. [4] App Store average rating as of April 7, 2021.

The information provided under this program is for general informational purposes only and is not intended to be nor should be construed as medical advice. You should consult with appropriate health care professional before beginning any exercise program and/or to determine what may be right for you. The value of the application may be taxable. You should consult with an appropriate tax professional to determine if you have any tax obligations from having access to this application at no additional cost.

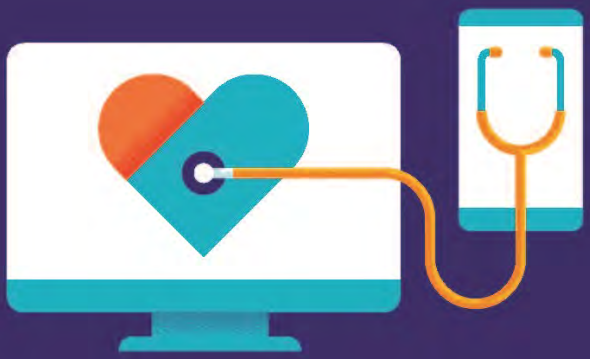
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Behavioral health resources and care, all in one place.



With Live and Work Well, behavioral health support services are available for you and your family to access anytime, anywhere—whether you're in a time of greater need or may want to work on personal growth. As part of your health plan benefits, Live and Work Well is available at no additional cost to you and your family.

Find the right care for you.

Use the provider search to help locate therapists, psychiatrists or other behavioral health clinicians and facilities near you. You'll be able to narrow your search by provider name, location, area of expertise and more. After you find a provider, you have the option of scheduling an in-person or virtual appointment.

Tap into behavioral health support.

Explore hundreds of articles, videos, interactive self-help programs and other tools to help you with the ins and outs of everyday life—even if you might not have any pressing concerns. These resources are available anytime.

With Live and Work Well, you can:

- Find network behavioral health providers.
- Schedule in-person or virtual appointments with providers.
- Read, watch and learn about a variety of behavioral health related topics.

Get started.

To access Live and Work Well and see your mental health benefits, sign in to **myuhc.com®**. Then, go to **Coverage & Benefits > Mental Health**.

United Healthcare

This program should not be used for emergency or urgent care needs. In an emergency, call 911 or go to the nearest emergency room. This program is not a substitute for a doctor's or professional's care. Consult with your clinician for specific health care needs, treatment or medication. Due to the potential for a conflict of interest, legal consultation will not be provided on issues that may involve legal action against Optum or its affiliates, or any entity through which the caller is receiving these services directly or indirectly (e.g., employer or health plan). This program and its components may not be available in all states or for all group sizes and is subject to change. Coverage exclusions and limitations may apply.

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Help your employees be healthier this flu season

Flu shots help keep employees protected and productive

Each flu season, nearly 111 million workdays are lost due to the flu. That equals approximately $7 billion per year in sick days and lost productivity.[1] A flu shot is the best defense against the flu—and getting one can help protect the people around you.

The Centers for Disease Control and Prevention (CDC) generally recommends annual flu shots for everyone 6 months and older.[2] Encourage your employees to help protect themselves and others by getting a flu shot.

Convenient provider access makes getting flu shots easier

UnitedHealthcare contracts with a variety of national pharmacy chains and retail convenience care clinics to offer members easier access to flu shots.

Annual flu shots are covered by most plans at $0 out-of-pocket when members use one of the following network providers.[3] Members should bring their health plan ID card and tell their provider the flu shot is covered under their benefits.

- **On-site flu shot providers**
- **Network doctors or other health care professionals**
- **Network flu shot providers, including select retail pharmacies and convenience care clinics**



Consider hosting an on-site flu shot clinic or worksite wellness event

continued

United Healthcare

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Worksite flu clinic options	How to schedule a clinic	Minimum number of participants required*	Lead time required
UnitedHealthcare Worksite Wellness Adult Flu Clinic	Contact your UnitedHealthcare representative, who will arrange a planning call with an Optum Health wellness project manager. Then, you'll receive information to finalize logistics with the flu clinic administrator.	30	60 days
Costco Pharmacy	Contact Beth Arnold, Costco Pharmacy at betharnold@costco.com	100	30 days
Albertsons, New Albertsons, Safeway, United Supermarkets Pharmacy	Contact Albertsons Safeway Pharmacies Patient Care Services at 1-877-728-6655 or flushots@albertsons.com. Or, contact Albertsons Safeway Pharmacies Managed Care Contracting at 1-630-948-6484 or pharmcontracting@albertsons.com.	25	3 weeks
H-E-B	Contact H-E-B Pharmacy Wellness Services at 1-210-938-7694 or wellnessservices@heb.com.	30	3 weeks
Kmart Pharmacy	Contact Marisa Pearson, PharmD, at 1-815-600-4019 or marisa.pearson@transformco.com.	TBD on individual basis with Kmart District Manager	3 weeks
The Kroger Co. and Harris Teeter	Call 1-877-904-2415 or email ClinicalServicesTeam@Kroger.com.	50	4–6 weeks
Publix Pharmacy	Contact Jerica Singleton, Publix Pharmacy Operations, at Jerica.Singleton@publix.com.	50	2 weeks–1 month
Rite Aid Pharmacy	On-site workplace clinic scheduled by visiting riteaid.com/pharmacy/services/vaccine-central/workplace-flu-shot-program/shield-your-workforce. If you have specific questions, you can also contact Jennifer Zorek at jzorek@riteaid.com. When submitting requests, please include Employer Group Name; actual business location, Employer Group Contact (email and phone number) and potential number of participants in clinic. For non-UnitedHealthcare employees please state how employer would like to handle: Employer Pay or Employee Pay on day of clinic.	50	3 weeks
Walgreens Pharmacy	Contact your local Walgreens retail pharmacy location or complete an online form at wagsoutreach.com/contact-us.	75	4 weeks
Walmart Stores Inc. & Sam's Club	Submit your request at surveysays.walmart.com/survey/ptmpQeQMO. You'll need to provide your company name and an HR contact name, phone number and email address.	25	2–3 weeks



* May be able to accommodate smaller clinic sizes.

[1] www.cdc.gov/niosh/topics/flu/activities.html Accessed September 10, 2020.

[2] https://www.cdc.gov/flu/prevent/keyfacts.htm Accessed September 10, 2020.

[3] Certain preventive care items and services, including immunizations, are provided as specified by applicable law, including the Patient Protection and Affordable Care Act (ACA), with no cost-sharing to you. These services may be based on your age and other health factors. Other routine services may be covered under your plan, and some plans may require copayments, coinsurance or deductibles for these benefits. Always review your benefit plan documents to determine your specific coverage details.

Please note that there may be some instances where a particular location of one of these providers is not participating in the national UnitedHealthcare network. Members should review their benefit plan to determine coverage and confirm network participation of specific locations on myuhc.com®. UnitedHealthcare has a national network of retail pharmacies and retail convenience care clinics to provide members with access to the flu vaccination. The list is not inclusive of all providers offering the flu vaccination under the pharmacy or medical benefit. For a list of all pharmacies included under the pharmacy or medical benefit, members can log on to myuhc.com and search the Pharmacy Locator tool.

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Help employees quit tobacco using this clinically proven tobacco cessation program.



Although smoking rates have declined over the years, 1 out of 6 American adults still smokes.[1] It can be difficult for your employees to stop smoking or using any form of tobacco, especially without proper help and resources.

Quit For Life® is a clinically proven tobacco cessation program that uses an evidence-based combination of physical, psychological and behavioral strategies designed to help employees overcome their tobacco addiction, including electronic nicotine delivery systems (ENDS) or e-cigarettes.

Multiple support options help employees end tobacco use.

Quit For Life treats every tobacco user as a unique individual and tailors a quitting plan based on their needs. Employees have access to a Quit Coach® to help make a plan, set a quit date and receive ongoing support. Beyond coaching, employees receive tools to help improve their confidence and motivation to quit, including a Quit Guide and access to Text2Quit®.* For those who qualify, nicotine replacement therapy is also available. Employees also receive digital support, including expert-led online learning, interactive content and urge-management tools.

With multiple communication channels, employees can more easily connect with a Quit Coach and other resources in a way best suited to their preferences—helping keep them engaged and on track with their cessation plan.



CONTINUED

Driving positive behavior change for 30+ years.

4.3 million
lives helped since 1985.

51%
quit rate.[2]

95%
participant satisfaction.[3]

97%
would recommend the program.[4]

UnitedHealthcare®

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Here's how Quit For Life works.

A Quit Coach develops a plan for each employee using behavior-change strategies based on their goals. The plan includes 5 key elements:

1. **Set a quit date.** We help employees choose a quit date and set them up for success through coaching, text messaging and online support.
2. **Manage tobacco urges.** Employees learn how to cope with urges to smoke, no matter when or where they have them.
3. **Use cessation medications.** Employees learn how to supercharge their quit attempt with the proper use of nicotine replacement therapy and other FDA-approved cessation medications.
4. **Tobacco-proof the environment.** Employees learn why getting rid of all their tobacco, ashtrays and lighters can help them quit and not start again.
5. **Use social support.** Employees learn why it's important to ask their family and friends for support, as well as how to ask.

The high-stakes impact of tobacco use on employers.

$300 billion
in lost productivity and health care spend.[5]

Employees who smoke cost employers

$4,064 more
per user per year in direct and indirect expenses such as:

- Smoking breaks[5]
- Health care[6]
- Lost productivity[7]

Help empower employees to end tobacco use.

The program's design makes it easier to implement, administer and participate.

Employee benefits:

- Personalized action plan tailored to their needs.
- Integrated online and telephonic support 24/7.
- Access to nicotine replacement therapy and prescription medications (for those who qualify).

Employer benefits:

- Evidence-based, accredited program.
- Integration with other UnitedHealthcare resources.
- Potentially lower chronic illness rates and medical expenses.

For more information on Quit For Life, contact your UnitedHealthcare representative.

UnitedHealthcare®

*Data rates may apply.

[1] http://www.cdc.gov/tobacco/data_statistics/fact_sheets/adult_data/cig_smoking/

[2] Quit For Life employer book-of-business survey results. Results measured among responders to a survey at 6 months post-program enrollment, with quit-rate success defined as 30+ days of abstinence from all forms of tobacco, cumulative from 2006 to 2018.

[3] Quit For Life employer book-of-business survey results. Results measured among responders to a survey at 6 months post-program enrollment, who report being "very satisfied," "satisfied" and "somewhat satisfied" with the program, cumulative from 2006 to 2018.

[4] Quit For Life employer book-of-business survey results. Results measured among responders to a survey at 6 months post-program enrollment, who reported they would recommend the program, cumulative from 2006 to 2018.

[5] Berman M, Crane R, Seiber E, et al.: Estimating the cost of a smoking employee. Tob. Control 2014; 23(5):428-433.

[6] Mitchell, R: Rally Dose Response Study, Healthcare Analytics, February 2018.

[7] Baker C, Bruno M, Birol E, et al.: Smoking Cessation Is Associated with Lower Indirect Costs https://journals.lww.com/joem/Fulltext/2018/0600/Smoking_Cessation_is_Associated_with_Lower.2.aspx.

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Take steps to help lose weight and keep it off, at no additional cost.

Real Appeal® is an online weight loss program that provides personal coaching to help you and eligible family members lose weight and keep it off. On average, participants lose 10 pounds after attending just 4 online sessions.*





Get support to help reach your goals.

1-on-1 coaching.

Get help to stay on track to reach your goals with online, coach-led group sessions.

$0 out-of-pocket.

Real Appeal is offered at no additional cost, as part of your health plan benefits.

Success kit.

Get scales, recipes, fitness equipment and more delivered to your door.

Sandy

60 lbs. lost

"It has given me the tools to eat healthfully and taught me the right amount of exercise that will make a difference. With personal coaching and weekly education on living a healthy lifestyle, I lost 60 pounds, and I feel great."

Learn more and start today at success.realappeal.com

Real Appeal | UnitedHealthcare

*Real Appeal is a voluntary weight loss program that is offered to eligible participants over age 18 at no additional cost as part of their plan benefits. The information provided under this program is for general informational purposes only and is not intended to be nor should be construed as medical and/or nutritional advice. Participants should consult an appropriate health care professional to determine what may be right for them. Any items/tools that are provided may be taxable and participants should consult an appropriate tax professional to determine any tax obligations they may have from receiving items/tools under the program. Talk to your doctor before starting any weight loss program.

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Eat healthier, sleep better, and move more

Rally® can offer small steps to help improve your health. Get recommendations, create healthy habits, and earn rewards along the way.

Take the Health Survey
Use your results to help set health goals.

Get personalized recommendations
Build healthy habits with well-being programs, activities, and more.

Earn rewards
Take healthy actions and achieve goals — earn Rally coins.

Get started today.

rallyhealth.com/well

On your phone? Download the Rally app and register using code **BeWell**.

UnitedHealthcare | RALLY

Rally is available to you at no additional cost as part of your UnitedHealthcare benefit plan.

It does not provide medical advice or other health services, and is not a substitute for your doctor's care. If you have specific health care needs, consult an appropriate health care professional. Participation in the health survey is voluntary. Your responses will be kept confidential in accordance with the law and will only be used to provide health and wellness recommendations or conduct other plan activities.

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UnitedHealthcare



Introducing Rally® — an app that is designed to help you improve and maintain your health.

After taking a quick Health Survey, Rally will offer personalized recommendations to help you move more, eat better, and stress less. Sync your tracking device, join a Challenge, and earn virtual coins that you can exchange for rewards for taking healthy steps every day.

Your Mobile Registration Code:

Get Started!

Go to:

New to Rally? Please register using Rally Mobile Code:
Already on Rally? You're all set. Download the app and login.

Download on the App Store | Google play

Rally Health provides health and well-being information and support as part of your health plan. It does not provide medical advice or other health services, and is not a substitute for your doctor's care. If you have specific health care needs, consult an appropriate health care professional. Participation in the health survey is voluntary. Your responses will be kept confidential in accordance with the law and will only be used to provide health and wellness recommendations or conduct other plan activities.

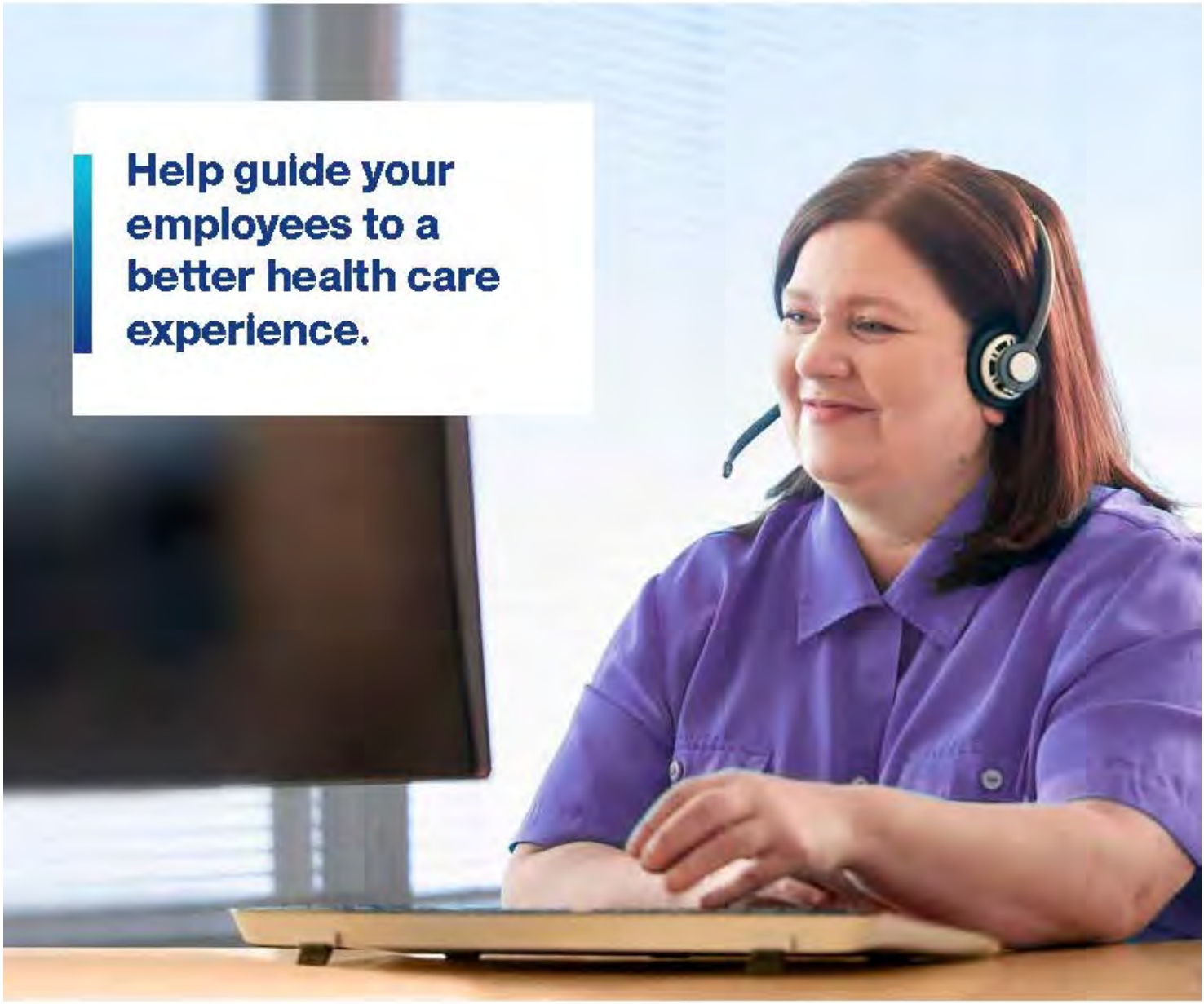
Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services Inc. or their affiliates.

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RALLY®

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



93%
overall satisfaction rating.[1]

$123M+
saved by members and employers in 2018.[1]

Advocate4Me® delivers results you and your employees can feel good about.

When employees and their covered family members need help with their health or health plan, our advocates have the skills to reach them with personalized guidance that goes beyond expectations. Using powerful data and technology as tools, our advocates guide one member at a time to a solid solution—all with an eye toward improved outcomes and lower costs. And, it's included in your health plan at no additional cost.

UnitedHealthcare®

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Kindness and guidance. At the heart of every conversation.



Members give Deb a **96%** satisfaction rating.[2]

Meet Deb

- More than 8 years at UnitedHealthcare.
- Volunteers with children who have special needs.

"I always lead with compassion—because on the other end of the phone is a real person who has health needs and, in some cases, is going through some tough stuff. First, I put myself in their shoes. Then I take steps toward a solution.

Advocates as skilled as they are resourceful.

Our advocates are passionate about helping people and they have a range of qualifications—from nursing degrees to complex claims resolution. When they need added support, advocates have a team of experts they can call on—from clinicians to pharmacists and others.

Your employees and their covered family members have just one phone number to call to reach an expert who'll listen carefully, anticipate needs and find solutions centered around:

- Benefits and claims
- Provider search
- Pharmacy
- Finances
- Well-being
- Emotional health
- Clinical support
- Complex health care support
- And more

Improving the lives of members—every day.



Persistence in finding solutions.

Advocates stay on the line with members until the inquiry is resolved—or the advocate team will follow up with the answer. There's no need for your employee to redial—or for you to get involved.

Advocates' ability to anticipate future needs may lead to lower costs.

Advanced technology combined with robust data provides advocates with specific information about members, allowing us to use predictive personalization, which:

1. Automatically routes the caller to the advocate whose skill and training are right for the situation—and right for your employee.
2. Helps advocates quickly understand why the member is calling—before they even speak.
3. Brings up health opportunities members haven't even thought to ask about yet.

Ronald's Experience*

- UnitedHealthcare member from Georgia.
- Recently diagnosed with a chronic condition.

"Deb provided the information I needed and was extremely helpful—even suggesting services that I didn't know about.

*This is real member information; the photo is representative.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Backed by a strong investment in health care, excellence in compassion and a human touch.

Always innovating.

$3B+
annual investment in data, technology and innovation.[2]

13K+
clinicians and physicians providing member support and building innovative programs.[2]

Always engaging.

9-minute+
average call time truly caring for your employees vs. the standard industry average of 1.5 minutes.[1]

5.2K+ hours
of volunteering by our advocates in a year.[3]

45%
of clinical, well-being and decision support program enrollments are acquired from advocate referrals.[1]

Always caring.

Most Admired
Fortune named UnitedHealth Group® the "World's Most Admired Company" in the insurance and managed care category for 9 years running.[4]

Community-minded
UnitedHealth Group was named one of the most community-minded companies by The Civic 50.[5]

Numerous awards
in innovation and customer service.[6]

18M
members have Advocate4Me.[2]

Easy access to support—it's all part of the plan.

Advocate4Me comes at no additional cost to you—it's all included just for offering UnitedHealthcare benefits. Simply remind your employees that our advocates and digital tools are available to help guide them through their health care journey.

Contact your UnitedHealthcare representative for additional information.

UnitedHealthcare®

[1] UnitedHealthcare Advocate4Me performance reporting, 2018.
[2] UnitedHealth Group internal analysis, 2018.
[3] UnitedHealthcare, 2018. Volunteer hours from United for Giving.
[4] Fortune, 2011-2019. FORTUNE is a registered trademark of Time, Inc. FORTUNE and Time, Inc. are not affiliated with, and do not endorse products or services of UnitedHealth Group.
[5] Civic 50 by Points of Light, 2012-2018.
[6] Awards received 2014 through 2018 from organizations including Genesys, Frost & Sullivan, Stevie & Best in Biz.

Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services, Inc. or their affiliates.

This service should not be used for emergency or urgent care needs. In an emergency, call 911 or go to the nearest emergency room. The information provided through the program is for informational purposes only and provided as part of your health plan. Wellness nurses, coaches and other representatives cannot diagnose problems or recommend treatment and are not a substitute for your doctor's care. Your health information is kept confidential in accordance with the law. The program is not an insurance program and may be discontinued at any time. Additionally, if there is any difference between this information and your coverage documents (Summary Plan Description, Schedule of Benefits, and any attached Riders and/or Amendments), your coverage documents govern.

Cost savings and health outcome results identified are not guaranteed.

Facebook.com/UnitedHealthcare Twitter.com/UHC Instagram.com/UnitedHealthcare YouTube.com/UnitedHealthcare

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Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



Helping add value to your employee health plan at no additional cost

Eligible employees have access to a 1-year Apple Fitness+ subscription at no additional cost.* *The first fitness service powered by Apple Watch.*

Adding value to your benefits may help inspire healthier behavior:

- $79 value per employee can be shared with up to 5 family members**
- A single, comprehensive offering for various fitness levels—powered by Apple Watch*
- Access to on-demand workouts on iPhone, iPad and Apple TV, with new workouts and meditations added every week



of adults get the exercise needed to help reduce and prevent chronic diseases[1]

*NOTE: Apple Fitness+ requires Apple Watch Series 3 or later with watchOS 7.2 or later and one of the following Apple devices: iPhone 6s or later with iOS 14.3 or later, iPad with iPadOS 14.3 or later, or Apple TV with tvOS 14.3 or later. Available to applicable UnitedHealthcare plans for fully insured customers. Subject to state legal and regulatory review. Membership is $9.99/month or $79.99/year, if paid annually.

**Must be 13 years of age or older and covered under applicable UnitedHealthcare health plan.

continued

United Healthcare

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



Quick access to workouts

- Choose the workout type
- Select a duration from 5–45 minutes
- Pick a favorite trainer and type of music

Designed to meet employees' unique needs

Apple Fitness+ may help employees achieve their goals, regardless of fitness level. It offers:

- ✔ 11 workout types, including high-intensity interval training (HIIT), yoga, treadmill, rowing, dancing, cycling, core, strength, Pilates, walking and more
- ✔ Curated programs for specific interests (such as Workouts for Beginners, Workouts for Pregnancy and Workouts for Older Adults)
- ✔ New workouts and meditations added weekly
- ✔ Personal recommendations

Designed to help keep employees engaged and motivated

Apple Watch personalizes the Apple Fitness+ experience by displaying personal metrics onscreen during every workout, such as heart rate and calories burned. To use Apple Fitness+, an Apple Watch Series 3 or later is required.

On certain workouts, the Burn Bar provides an added push, showing participants how they stack up against others who have participated in the same workout. Participants can listen to playlists chosen by trainers to complement the workout, and Apple Music subscribers can save and download Fitness+ playlists.

Learn more Contact your UnitedHealthcare representative

United Healthcare

[1] Centers for Disease Control and Prevention. Physical Activity. cdc.gov/physicalactivity/about-physical-activity/why-it-matters.html. Accessed September 2021.

Available to applicable UnitedHealthcare plans for fully insured customers. Subject to state legal and regulatory availability. Policies/certificates with situs in the state of Kansas may neither advertise nor include this offer in any pre-sale promotion of the policy/certificate, nor shall it be promoted as an inducement for member enrollment in plans.

The information provided under this program is for general informational purposes only and is not intended to be nor should be construed as medical advice. You should consult with an appropriate health care professional before beginning any exercise program and/or to determine what may be right for you. The value of the application may be taxable. You should consult with an appropriate tax professional to determine if you have any tax obligations from having access to this application at no additional cost.

Apple Fitness+, Apple Watch, iPhone, iPad, Apple Music and Apple TV are trademarks of Apple Inc.

Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates.

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Humana Response

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Wellness programs that can be added at no cost to the group with details. Anything extra you can offer at a cost as well:

Go365 ®is a personalized wellness and rewards program that helps your employees make healthier decisions and guides them on their well-being journey. Go365 offers the City a comprehensive, turnkey wellness program that includes all the following components at no additional fee:

- Go365 Health Assessment
- Biometric screening integration
- Health Coaching
- Go365 Age
- Incentive design and contribution measurement system
- Co-branding
- Fully customized incentive Mall options
- Incentives for routine dental and vision exams
- Each member receives a personalized experience, including individualized wellness goals and activities
- Ability to earn Points in four core areas of activity: Education, Prevention, Healthy Living, and Fitness and Exercise
- Ability to earn up to 10 Points weekly for meditating using the compatible, award-winning MyLife app
- Points convert into Bucks, which can be redeemed for rewards in the online Go365 Mall
- Integration with more than 70 compatible fitness tracking
- Integration with more than 70 compatible fitness tracking devices
- In-home digital workout class connection: CycleBar Go, Echelon, Classpass Digital
- Mobile app technology and integration, including the Go365 App
- Customized, employer-sponsored wellness activities
- Go365 Champ program
- Our standard Go365 reporting package, including our on-demand reporting through our Wellness Data Management tool. Ability to self-service pull these reports: Activity report, Member Engagement report, and Employer Wellness Performance report
- Partnerships with various vendors include Hi.Q health literacy app, and more
- Virtual well-being coaching, available to members through our partner programs at no cost to the City (any costs are the responsibility of the enrolled member)
- Opportunities to engage the entire family through the Go365 Kids program
- The Go365 Support Community, offering a member-specific social forum that allows greater access to program

Go365 works

Productivity losses related to personal and family health problems cost U.S. employers $226 billion annually.1 That's why Go365 conducted our 2020 Fully Insured Outcomes Study, which looked into the correlation between program engagement and lower average health claims costs, as well as improved productivity among a representative sample of approximately 135,000 members. In this study, we found that consistent dedication and member engagement in Go365 can result in a significant reduction in healthcare claims. As the Go365 member's Status threshold stepped up, claims savings increased proportionately.

1 "Worker Productivity Measures," Centers for Disease Control and Prevention, last accessed August 17, 2017. https://www.cdc.gov/workplacehealthpromotion/model/evaluation/productivity.html.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

How do you do health screenings, biometrics, flu shots, health risk assessments, health fairs

Humana is able to meet the needs of the City's members by having our locally-based consumer engagement consultants offering presentations, setting up biometric screening events, attending health fairs and health committees, hosting webinars, and educating Champs.

Humana offers the following biometric screening services:

- On-site
- Offsite clinic/lab
- Manual physician submission (via PCP)
- Home test kit

Screenings can be set up through any of our more than 6,000 biometric locations, including Quest Diagnostics® Patient Service Centers, LabCorp Patient Service Centers, Kroger Company Family of Pharmacies, eHealthScreenings, and The Little Clinics®, or through any member's primary care physician. (Please note that only medical professionals licensed and trained according to state laws may perform and submit the screenings and tests.) To locate a preferred clinic nearby, set up an appointment, or download an authorization form and voucher, members can visit Go365.com.

Flu shots are among the most common employer-sponsored wellness services. Now, rather than contracting and planning with a separate immunization vendor, flu shots can be added to the City's existing contract. A "single point of contact" approach is maintained and provides clients with a seamless nationwide immunization program. Flu vaccination programs are available annually, generally between mid-September and January.

Humana's health assessment is accessible online at Go365.com or through the free Go365 App, this interactive tool can be completed in less than 15 minutes, and even in two-minute sections, rather than all in one sitting. The assessment gathers essential information about many health factors and behaviors measured within our program and benchmarks members' progress in the following key areas:

- Get active: Physical activity and fitness questions
- Eat better: Nutrition-based questions
- Live well: Lifestyle questions, such as tobacco and alcohol use
- Reduce stress: Stress-related questions
- Know your health: Biometric measurements and other screenings

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Proposers are encouraged to include performance guarantees, implementation guarantees, service guarantees and network.

Humana

Humana is not offering performance guarantees as part of this proposal. However, our performance standard goals, of which the City will be included, are as follows:

-Cycle Time 90% in 14 calendar days

-Financial Accuracy 99%

-Payment Accuracy 97%

-Abandonment Rate 5%

Relative to our core service/performance standards, Humana measures Net Promoter Score (NPS) on a number of levels, including after key transactions and touchpoints, as a best-practice way to understand the quality of interactions and how well expectations were met. We use this to continuously improve our customer and member experiences. Notably, over the past two years we have doubled our scores and earned the top NPS score in Forrester's independent assessment of consumer experience among health insurers.

In addition, for the second consecutive year, Humana ranked #1 for Member Satisfaction among Commercial Health Plans in Florida and Texas in the J.D. Power Commercial Health Plan Study* and in all categories it tracks – Coverage and Benefits, Cost, Provider Choice, Information and Communication, Customer Service, and Billing and Payment. This speaks to Humana's commitment to our members and employer group customers and our overall focus on providing timely support, and options that enable employers to offer affordable health coverage and care to their employees.

*Humana received the highest score in Florida and Texas in the J.D. Power 2020 and 2021 U.S. Member Health Plan Studies Satisfaction Study of customers' satisfaction with commercial health plan. Visit jdpower.com/awards

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Provide Implementation guarantees

Although Humana is not offering implementation guarantees as part of this proposal, our account management and implementation process is structured to ensure we deliver the City's employees a seamless, uninterrupted transition to their new medical plan. This process is led by two key contacts in partnership with the Public Sector team. In conjunction with the City, this team develops an implementation plan to ensure deadlines are met and systems are set up and launched by the effective date. The Public Sector team has a chief of staff that coordinates with enrollment representatives that are located all across the state to educate and enroll members. This team has successfully implemented and coordinated open enrollment meetings for other large employer clients across the state and within the City specifically.

Client Executive – Public Sector

As the assigned client executive's main objective is to ensure your satisfaction. They work with your benefits administrators to create well-being and engagement strategies to help you realize the full value of Humana's offering. The client executive works with your benefit administrators to lay out a successful implementation strategy, and then helps them follow it through. They will devise an appropriate action plan with the City that maximizes engagement and inspires well-being among your employees and their families. She will be there for you every step of the way, from the point of sale through the effective date, ensuring everything goes according to plan.

Installation Administration Professional

The assigned installation administration professional serves as your single point of contact during implementation and enrollment. They are there to ensure any installation issues are addressed in a timely manner and will work directly with the city to engage internal contacts across Humana to facilitate resolutions for all other issues as necessary. This simplifies the service experience by creating a trusted advocate to help the City. They are also available throughout the life of the plan to assist the assigned account management professional with reporting and the renewal process. During implementation, individual member and provider inquiries are addressed through the Customer Care department.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Provide Service and network guarantees

Humana's proposal for the City does not include service or network guarantees; however, please refer to the following explanations regarding our in-network and out-of-network savings programs.

In-network discounts

Discount savings is defined as the difference between the eligible incurred in-network medical billed charge amounts and medical allowed charge amounts resulting from negotiated discounts for participating claims only and after accounting for reversals, adjustments, duplicate bills, etc., and excluding:

- Disallowed services
- Medicare claims
- Transplant claims
- Pharmacy claims
- COB claims
- Claims where billed amount equals allowed amount

This “net” calculation produces the discount savings difference between the eligible incurred in-network medical billed and allowed charges.

Out-of-network savings

The Shared Savings program provides a method for customers to reduce their medical costs by obtaining the benefit of contractual discounts for out-of-network services. Under the shared savings program, Humana works to reduce the costs when participants receive out-of-network care. We utilize the external shared savings vendor, Zelis, to access their supplemental networks and negotiation services to obtain a discount for out-of-network claims.

On average, approximately 60 percent of out-of-network claims routed to the shared savings program are repriced utilizing a discounted arrangement from our shared savings vendor. While we cannot anticipate what the actual discounts will be, average discounts range from 20 to 25%.

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Proposers are encouraged to include performance guarantees, implementation guarantees, service guarantees and network.

FHC

Provide a performance guarantees:

FHCP does not provide performance guarantees for groups under 500 live**s.**

Provide implementation guarantees:

Not applicable as Florida Health Care Plans (FHCP) is the incumbent carrier.

Provide service and network guarantees:

FHCP does not provide service or network guarantees for groups under 500 lives

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Proposers are encouraged to include performance guarantees, implementation guarantees, service guarantees and network.

UHC

Provide a performance guarantees:

None included.

Provide implementation guarantees:

None included.

Provide service and network guarantees:

None included.

Benecon

Provide a performance guarantees:

None included.

Provide implementation guarantees:

None included.

Provide service and network guarantees:

None included.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Proposer must be able to offer a high qualify, accessible provider network(s) sufficient to meet the needs and geographic diversity of a group covering in excess of 120 individuals with their dependents. Provider network must include hospital, physician, and other provider services in Volusia, Seminole, Lake, Brevard, Flagler and St. Johns Counties. Please note that local or regional networks can be proposed, but it is the City's preference that national networks be made available to the employees, retirees and their dependents.

Each carrier who proposed quotes for the City has confirmed their provider networks cover all counties listed above. UHC, Benecon and Humana are providing national networks, while NHP provides a Florida only network and FHC provides a regional network. FHC's national network is provided through their partnership with Florida Blue's BlueCard network. All carriers cover emergencies nationally. Please find the links to search for providers for each carrier's network:

FHC	https://fhcp.healthtrioconnect.com/public-app/consumer/provdir/entry.page
UHC (Choice Plus)	https://connect.werally.com/medicalProvider/root?showBackButton=true
NHP (Search NHP HMO/POS)	https://connect.werally.com/medicalProvider/root?showBackButton=true
Benecon (Choice Plus)	https://connect.werally.com/medicalProvider/root?showBackButton=true
Humana	https://www.humana.com/finder/medical?customerid=1

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Brown & Brown always requests a top provider report from the current carriers for medical, dental and vision and will ask each proposer to identify which of the providers are in or out of their proposed network. We analyze the results and consolidate them into our own report so our clients can easily see which networks will be the best fit. Please find our results for the City of Holly Hill's recent RFP:

Medical Provider Disruption Analysis

Executive Summary of Top 100 Provider Network Analysis
City of Holly Hill
10.4.2021

	FHCP	UHC Choice Plus	UHC Choice	NHP
In Network				
Providers	**97**	**46**	**43**	**37**
No Change	97	45	42	37
New / Positive Disruption	N/A	1	1	0
Claim Count	**598**	**291**	**277**	**212**
No Change	598	287	273	212
New / Positive Disruption	N/A	4	4	0
As a % of Total Claims	98.2%	47.8%	45.5%	34.8%
Out of Network data captured below corresponds to In Network data analysis				
Out of Network & Unknowns				
Providers	**3**	**54**	**57**	**63**
No Change	3	2	2	3
Unknown	N/A	52	55	54
New / Negative Disruption	N/A	0	0	6
Claim Count	**11**	**318**	**332**	**397**
No Change	11	7	7	11
Unknown	N/A	311	325	322
New / Negative Disruption	N/A	0	0	64
As a % of Total Claims	1.8%	52.2%	54.5%	65.2%

Network Analysis Rank*
1 **FHCP**
2 **UHC Choice Plus**
3 **UHC Choice**
4 **NHP**

**Analysis based exclusively on current utilization, carrier network size and ranking will yield different ranks when reviewing objectively.*

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Vision Provider Disruption Analysis

Disruption Summaries

EyeMed Summary Tables

```
## [1] "Plan IDs Used: '9760513' with a date range between 2020-01-01 and
2021-09-30"

## [1] "EyeMed Access"
```

EyeMed Access	Providers	Claims	Members	Net Paid
Y	48	154	123	8939.07
N	0	0	0	0.00
EyeMed Access	Providers	Claims	Members	Net Paid
Y	100%	100%	100%	100%
N	0%	0%	0%	0%

```
## [1] "EyeMed Select"
```

EyeMed Select	Providers	Claims	Members	Net Paid
Y	48	154	123	8939.07
N	0	0	0	0.00
EyeMed Select	Providers	Claims	Members	Net Paid
Y	100%	100%	100%	100%
N	0%	0%	0%	0%

```
## [1] "EyeMed Insight"
```

EyeMed Insight	Providers	Claims	Members	Net Paid
Y	46	152	121	8844.07
N	2	2	2	95.00
EyeMed Insight	Providers	Claims	Members	Net Paid
Y	95.8%	98.7%	98.4%	98.9%
N	4.2%	1.3%	1.6%	1.1%

```
## [1] "EyeMed Advantage"
```

EyeMed Advantage	Providers	Claims	Members	Net Paid
Y	32	119	100	7582.77
N	16	35	23	1356.30
EyeMed Advantage	Providers	Claims	Members	Net Paid
Y	66.7%	77.3%	81.3%	84.8%
N	33.3%	22.7%	18.7%	15.2%

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Competitor Summary Tables

VSP Signature	# Providers	% Providers	# Claims	% Claims
Y	22	45.8%	55	35.7%
N	26	54.2%	99	64.3%

VSP Choice	# Providers	% Providers	# Claims	% Claims
Y	22	45.8%	55	35.7%
N	26	54.2%	99	64.3%

UHC	# Providers	% Providers	# Claims	% Claims
Y	19	39.6%	58	37.7%
N	29	60.4%	96	62.3%

Davis	# Providers	% Providers	# Claims	% Claims
Y	12	25%	46	29.9%
N	36	75%	108	70.1%

Superior	# Providers	% Providers	# Claims	% Claims
Y	28	58.3%	97	63%
N	20	41.7%	57	37%

Avesis	# Providers	% Providers	# Claims	% Claims
Y	17	35.4%	55	35.7%
N	31	64.6%	99	64.3%

NVA	# Providers	% Providers	# Claims	% Claims
Y	17	35.4%	60	39%
N	31	64.6%	94	61%

VBA	# Providers	% Providers	# Claims	% Claims
Y	10	20.8%	34	22.1%
N	38	79.2%	120	77.9%

MES	# Providers	% Providers	# Claims	% Claims
Y	7	14.6%	40	26%
N	41	85.4%	114	74%

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Dental Provider Disruption Analysis

Dental Network Disruption Summary

City of Holly Hill
Review by Carrier

In-Network Providers (#)

Total Records	Current MetLife	Guardian	FCL	Delta Dental	Standard
71	41	54	40	37	45
71	57.7%	76.1%	56.3%	52.1%	63.4%

Negative Disruption - Providers (#)

Guardian	FCL	Delta Dental	Standard
3	8	8	3
4.2%	11.3%	11.3%	4.2%

In Network Claims (#)

Total Records	Current MetLife	Guardian	FCL	Delta Dental	Standard
199	123	156	114	93	131
199	61.8%	78.4%	57.3%	46.7%	65.8%

Negative Disruption - Claims (#)

Guardian	FCL	Delta Dental	Standard
6	25	37	5
3.0%	12.6%	18.6%	2.5%

In-Network Claimants (#)

Total Records	Current MetLife	Guardian	FCL	Delta Dental	Standard
193	119	151	111	91	127
193	61.7%	78.2%	57.5%	47.2%	65.8%

Negative Disruption Claimants (#)

Guardian	FCL	Delta Dental	Standard
6	24	35	5
3.1%	12.4%	18.1%	2.6%

Overall Network Match - Claim Dollars ($)

Total Eligible	Current MetLife	Guardian	FCL	Delta Dental	Standard
$38,817	$21,328	$29,861	$23,642	$18,670	$23,271
$38,817	54.95%	76.93%	60.91%	48.10%	59.95%

Negative Disruption - Claim Dollars ($)

Guardian	FCL	Delta Dental	Standard
$816	$2,342	$5,790	$1,712
2.10%	6.03%	14.92%	4.41%

Excluded Records ($)

Total Eligible	Current MetLife	Guardian	FCL	Delta Dental	Standard
$38,817	$0	$0	$0	$0	$0
$38,817	0%	0%	0%	0%	0%

In Network figures are based on the total number of providers/claims/claimants/dollars that are in-network for the incumbent vs. proposing networks
In Network Match figures are indicative of the total number of providers/claims/claimants/dollars that are in-network for both the incumbent and the proposing network
All results are based on the Provider Tax ID Number and can indicate that the a practice is in-network rather than a specific provider.
This may lead to false positive/negative matches in the above results.
Provider counts are not unique and can include the same provider numerous times.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Proposer is to include a copy of their preferred drug listing for consideration.

FHC	https://www.fhcp.com/providers/medication-formularies/
UHC	https://www.uhc.com/statedruglists
NHP	https://www.uhc.com/statedruglists
Benecon	https://www.uhc.com/statedruglists
Humana	https://www.humana.com/druglist We have several methods for sharing formularies with members. We can distribute a copy of the formulary in the City's open enrollment packet if requested. Members can also log in to their secure, personalized website (MyHumana), to use the formulary lookup function, which displays drug type, generic availability, formulary status, prior authorization status, estimated retail price, maximum dispensing limits, and alternatives available in the drug class (for specific drugs). In addition, prospective members may also obtain copies of the standard formulary by calling our Customer Care team.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

It is the responsibility of the successful proposers to provide the necessary forms, papers, etc., for initial enrollment and also the administration of benefits including but not limited to: brochures outlining schedule of benefits, directories, certificates, claim forms, identification cards, benefit booklets, etc., where applicable.

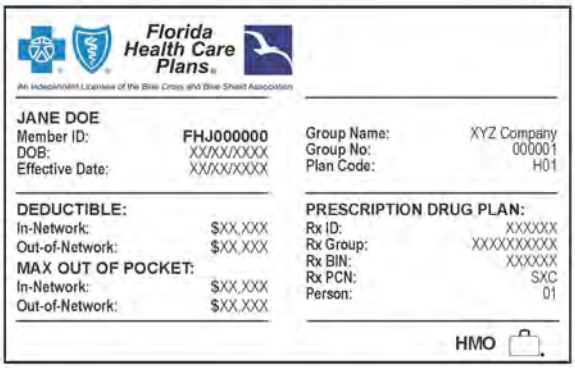
Once final carrier and plan designs are made, Brown & Brown works with each carrier to prepare the necessary forms, applications, certificates, contracts and all employee communications. Brown & Brown always highlights all benefit offerings in our Benefits at a Glance Guide (see appendix), so emloyees can review all benefit plans and costs associated in one easy to follow booklet. We also note within this booklet free services and other helpful resources for employees. Please find additional samples of what the proposing insurance carriers can provide:

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

FHC Response

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Card Front – HMO



HMO Card Back



Card Front TO



TO or POS Card Back



Card Front POS



Variable Elements on Card Front	
Element Name	**Ex. Data Supplied**
Member Name	Jane Doe
Alpha Prefix	FHJ
Member Number (MRN)	000000
Group Name	XYZ Company
Effective Date	XX/XX/XXXX
DOB	XX/XX/XXXX
Bottom Network Text	HMO
Group No.	0000001
Plan Code	H01
Rx Group	XXXXXXXXXXX
RX ID	XXXXXX
RX Bin	XXXXXX
Rx PCN	XXX
Person	XX
Deductible-INN Opt. 1	$XX,XXX
Deductible-INN Opt. 2	$XX,XXX
Deductible- OON Opt. 3*	$XX,XXX
MOOP-INN Opt. 1	$XX,XXX
MOOP- INN Opt. 2	$XX,XXX
MOOP-OON Opt. 3 *	$XX,XXX
TO or POS cards	*Out-of-Network services may be subject to balance billing

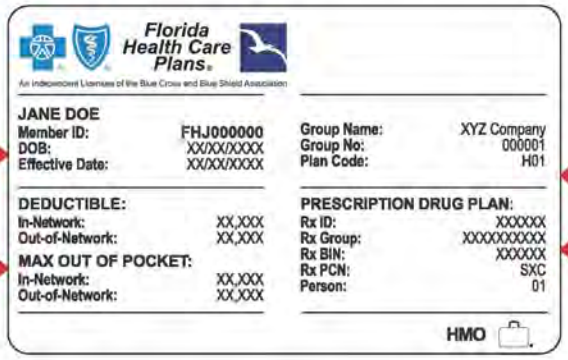
Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

GET TO KNOW YOUR MEMBER ID CARD

Understanding your member ID card is important. New members receive their ID cards by mail within 7 to 10 business days of your first premium payment. If needed, you can reprint a temporary copy or order a replacement card through your Member Account. Always bring your ID card with you when you visit a doctor, get lab work, imaging or x-rays, and fill prescriptions. Your providers and pharmacies bill FHCP for the services you use.

YOUR INFORMATION –
always check for accuracy

Your Name
Member ID Number - is found on the first line under your name.
DOB – your date of birth.
Effective Date – the date that your coverage became effective.
Deductible & Max Out of Pocket
Your Deductible is the amount you pay before insurance.
Your Max Out of Pocket is the maximum amount you are responsible to pay for the entire year excluding premiums.



Group Information
This information is used by your provider to identify your plan information.

Prescription Drug Plan
This information is used by your pharmacy to identify your prescription plan information.

HMO BACK OF CARD

Receiving Care from FHCP Network Providers
Verify your provider is a participating network provider by going to fhcp.com or calling Member Services.
Receiving Care Out-of-State
Verify your provider is a participating Blue Cross Blue Shield Provider by going to fhcp.com or calling Member Services. Claims must be submitted for out-of-state service.
Code
Scan this code to connect to your member account. Create an account by using the 6 digits in your Member ID Number to log in.



Important Contact Information
Member Services
Medical Claims
Dental Claims
Rx Help Desk
Premium Payments

TRIPLE OPTION OR POINT-OF-SERVICE PLANS BACK OF CARD

Receiving Care Out-of-State
Claims must be submitted for out-of-state service.
Certification Requirement: If admitted to a hospital for in-patient, emergency services, or 23-hour observation services, your provider or, in the case of an out-of-area emergency, you must notify Admission Certification at the number shown. Pre-certification will determine the level of financial responsibility.



Important Contact Information
Member Services
Medical Claims
Rx Help Desk
Premium Payments

HELPFUL TIPS TO KEEPING YOUR INFORMATION SAFE

Keep your ID card confidential and keep it handy for emergency purposes.
Only provide your ID information to your doctor or pharmacy.
Monitor your claims through your Member Account or by calling Claims Department.
Treat your ID card as if it was a credit card. Destroy it when you receive a new card.
When you present your card at your doctor or pharmacy, make sure it is returned to you.
If you have multiple individuals on your plan, Keep track of these additional cards.
Only receive your durable medical equipment through approved FHCP vendors.



Florida Health Care Plans.
An Independent Licensee of the Blue Cross and Blue Shield Association

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Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

FHCP MEMBER PORTAL

SIGN-UP INSTRUCTIONS

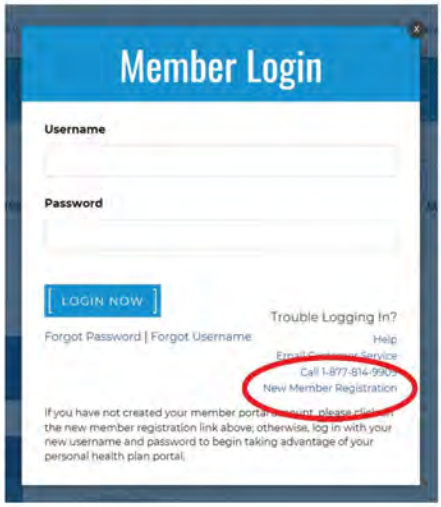
Florida Health Care Plans

1 VISIT FHCP.COM AND CLICK THE "MEMBER PORTAL" BUTTON ON THE TOP.



OR YOU CAN LOOK FOR THIS BUTTON AROUND THE SITE: [MEMBER LOGIN]

2



NEXT, YOU WILL SEE THIS POP-UP. BE SURE TO CLICK "**NEW MEMBER REGISTRATION**" TO CREATE YOUR NEW ACCOUNT. ALL MEMBERS WILL NEED TO CREATE A NEW ACCOUNT WITH FHCP TO LOGIN.

YOU WILL NEED YOUR FHCP MEMBER ID NUMBER TO CREATE YOUR ACCOUNT

ONCE YOU FOLLOW THE STEPS, YOU WILL RECEIVE AN EMAIL TO CONFIRM. YOU WILL NOW BE ACTIVATED AND ABLE TO USE YOUR ACCOUNT!

TIPS

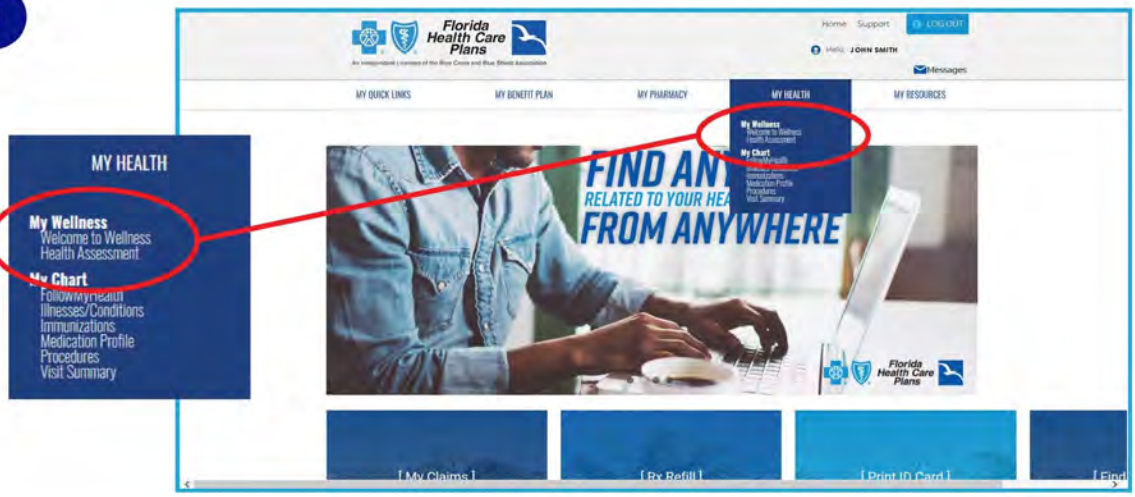
- USE ONLY SUPPORTED BROWSERS (UPDATED FIREFOX, CHROME, SAFARI AND INTERNET EXPLORER)
- JOT YOUR USER NAME AND PASSWORD DOWN AND KEEP IT IN A SAFE LOCATION

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

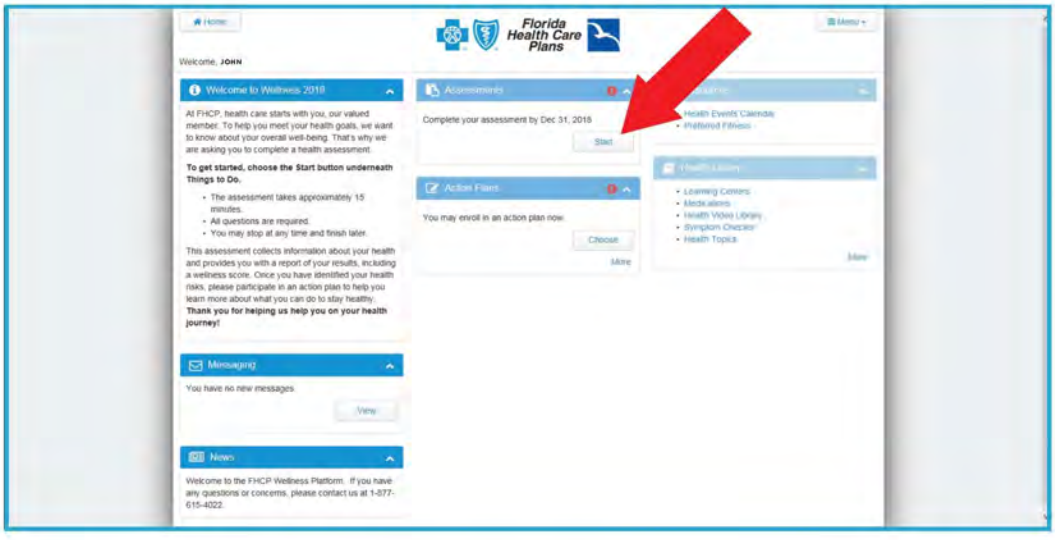
FHCP MEMBER PORTAL
SIGN-UP INSTRUCTIONS

Florida Health Care Plans

3 IN **MY HEALTH**, ENTER **WELCOME TO WELLNESS** UNDER **MY WELLNESS**



4 TAKE TIME TO EXPLORE THE MANY FEATURES **WELCOME TO WELLNESS** HAS TO OFFER! YOU WILL SEE OPTIONS LIKE A FREE **HEALTH ASSESSMENT**, A STATE-OF-THE-ART **SYMPTOM CHECKER**, A ROBUST **HEALTH VIDEO LIBRARY**, **MEDICATIONS LIST** AND MUCH MORE!



Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

1. MEDICARE (Medicare#)	MEDICAID (Medicaid#)	TRICARE (ID#/DoD#)	CHAMPVA (Member ID#)	GROUP HEALTH PLAN (ID#)	FECA BLK LUNG (ID#)	OTHER (ID#)

1a. INSURED'S I.D. NUMBER (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)	3. PATIENT'S BIRTH DATE MM DD YY SEX M F	4. INSURED'S NAME (Last Name, First Name, Middle Initial)
5. PATIENT'S ADDRESS (No., Street)	6. PATIENT RELATIONSHIP TO INSURED Self Spouse Child Other	7. INSURED'S ADDRESS (No., Street)
CITY STATE	8. RESERVED FOR NUCC USE	CITY STATE
ZIP CODE TELEPHONE (Include Area Code) ( )		ZIP CODE TELEPHONE (Include Area Code) ( )
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:	11. INSURED'S POLICY GROUP OR FECA NUMBER
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) YES NO	a. INSURED'S DATE OF BIRTH MM DD YY SEX M F
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? PLACE (State) YES NO	b. OTHER CLAIM ID (Designated by NUCC)
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? YES NO	c. INSURANCE PLAN NAME OR PROGRAM NAME
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)	d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES NO If yes, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED DATE

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.	15. OTHER DATE QUAL. MM DD YY	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a. 17b. NPI	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM TO MM DD YY
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? YES NO $ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. A. B. C. D. E. F. G. H. I. J. K. L.		22. RESUBMISSION CODE ORIGINAL REF. NO. 23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1								NPI	
2								NPI	
3								NPI	
4								NPI	
5								NPI	
6								NPI	

25. FEDERAL TAX I.D. NUMBER SSN EIN	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For gov. claims, see back) YES NO	28. TOTAL CHARGE $	29. AMOUNT PAID $	30. Rsvd for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) SIGNED DATE	32. SERVICE FACILITY LOCATION INFORMATION a. NPI b.		33. BILLING PROVIDER INFO & PH # ( ) a. NPI b.		

NUCC Instruction Manual available at: www.nucc.org PLEASE PRINT OR TYPE APPROVED OMB-0938-1197 FORM 1500 (02-12)

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

SAMPLE

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If Item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section.For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101;41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990, See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

1. MEDICARE (Medicare#)	MEDICAID (Medicaid#)	TRICARE (ID/DoD#)	CHAMPVA (Member ID#)	GROUP HEALTH PLAN (ID#)	FECA BLK LUNG (ID#)	OTHER (ID#)

1a. INSURED'S I.D. NUMBER (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)	3. PATIENT'S BIRTH DATE MM DD YY / SEX M F	4. INSURED'S NAME (Last Name, First Name, Middle Initial)
5. PATIENT'S ADDRESS (No., Street)	6. PATIENT RELATIONSHIP TO INSURED Self Spouse Child Other	7. INSURED'S ADDRESS (No., Street)
CITY STATE	8. RESERVED FOR NUCC USE	CITY STATE
ZIP CODE TELEPHONE (Include Area Code) ( )		ZIP CODE TELEPHONE (Include Area Code) ( )
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:	11. INSURED'S POLICY GROUP OR FECA NUMBER
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) YES NO	a. INSURED'S DATE OF BIRTH MM DD YY / SEX M F
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? PLACE (State) YES NO	b. OTHER CLAIM ID (Designated by NUCC)
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? YES NO	c. INSURANCE PLAN NAME OR PROGRAM NAME
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)	d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES NO If yes, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED DATE

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP) MM DD YY / QUAL.	15. OTHER DATE MM DD YY / QUAL.	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY / FROM / MM DD YY / TO
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a. / 17b. NPI	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY / FROM / MM DD YY / TO
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? YES NO / $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind.

A. B. C. D.
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE / ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY / To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS / MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1								NPI	
2								NPI	
3								NPI	
4								NPI	
5								NPI	
6								NPI	

25. FEDERAL TAX I.D. NUMBER SSN EIN	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES NO	28. TOTAL CHARGE $	29. AMOUNT PAID $	30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION INFORMATION	33. BILLING PROVIDER INFO & PH # ( )
SIGNED DATE	a. b.	a. b.

NUCC Instruction Manual available at: www.nucc.org

PLEASE PRINT OR TYPE

APPROVED OMB-0938-1197 FORM 1500 (02-12)

CARRIER

PATIENT AND INSURED INFORMATION

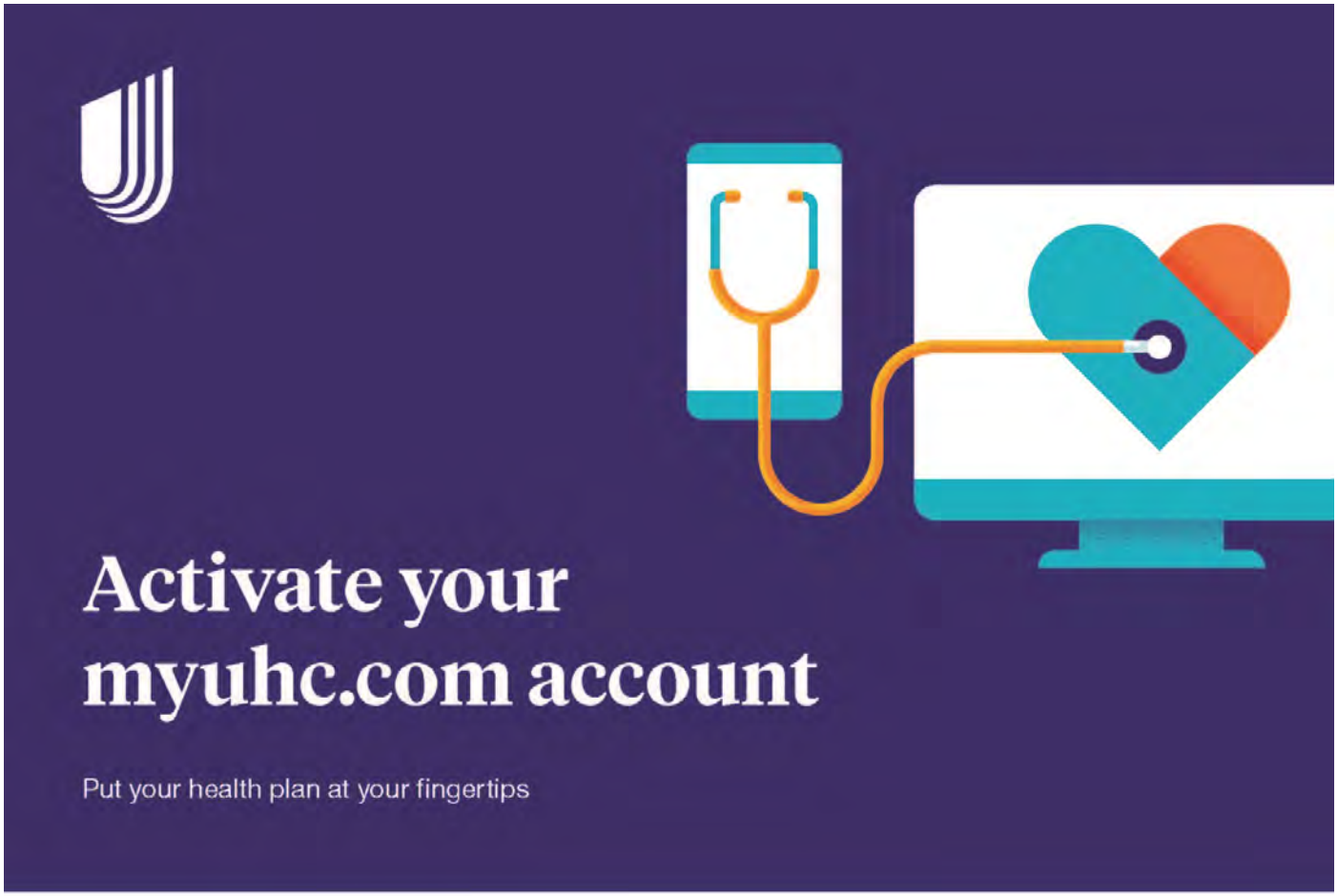
PHYSICIAN OR SUPPLIER INFORMATION

SAMPLE

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

UHC / Benecon Response

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



Activate your myuhc.com account

Put your health plan at your fingertips

Get the most out of your benefits

Your personalized website, **myuhc.com®**, features tools designed to help you:

- **Find, price and save on care**—you can save with Virtual Visits* and other tools. You can save an average of 36%[1] when you compare costs for providers and services
- **Get care from anywhere** with Virtual Visits. A doctor can diagnose common conditions by phone or video 24/7
- **Understand your benefits** and the financial impact of care decisions
- **Find tailored recommendations** regarding providers, products and services. You can even generate an out-of-pocket estimate based on your specific health plan status
- **Access claim details,** plan balances and your health plan ID card quickly
- **Follow through on clinical recommendations** and access wellness programs
- **Order prescription refills,** get estimates and compare medication pricing**
- **Check your plan balances,** access financial accounts and more

Download the UnitedHealthcare® app

It's perfect for on-the-go access, help finding a nearby doctor and more.

*Virtual Visits phone and video chat with a doctor are not an insurance product, health care provider or a health plan. Unless otherwise required, benefits are available only when services are delivered through a Designated Virtual Network Provider. Virtual Visits are not intended to address emergency or life threatening medical conditions and should not be used in those circumstances. Services may not be available at all times, or in all locations, or for all members. Check your benefit plan to determine if these services are available.

**Available only for insured plans and self-funded plans with Optum Rx integrated pharmacy benefits.

continued

United Healthcare

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Activation is quick

1. Go to myuhc.com > **Register Now**
2. Fill out the required fields and create your username/password
3. Enter your contact information and security questions
4. Agree to the website's policies and be sure to opt-in for email updates. We promise you'll only see our name in your inbox with relevant news and wellness updates

Get started at myuhc.com

United Healthcare

[1] UnitedHealthcare Internal Claims Analysis, 2019.

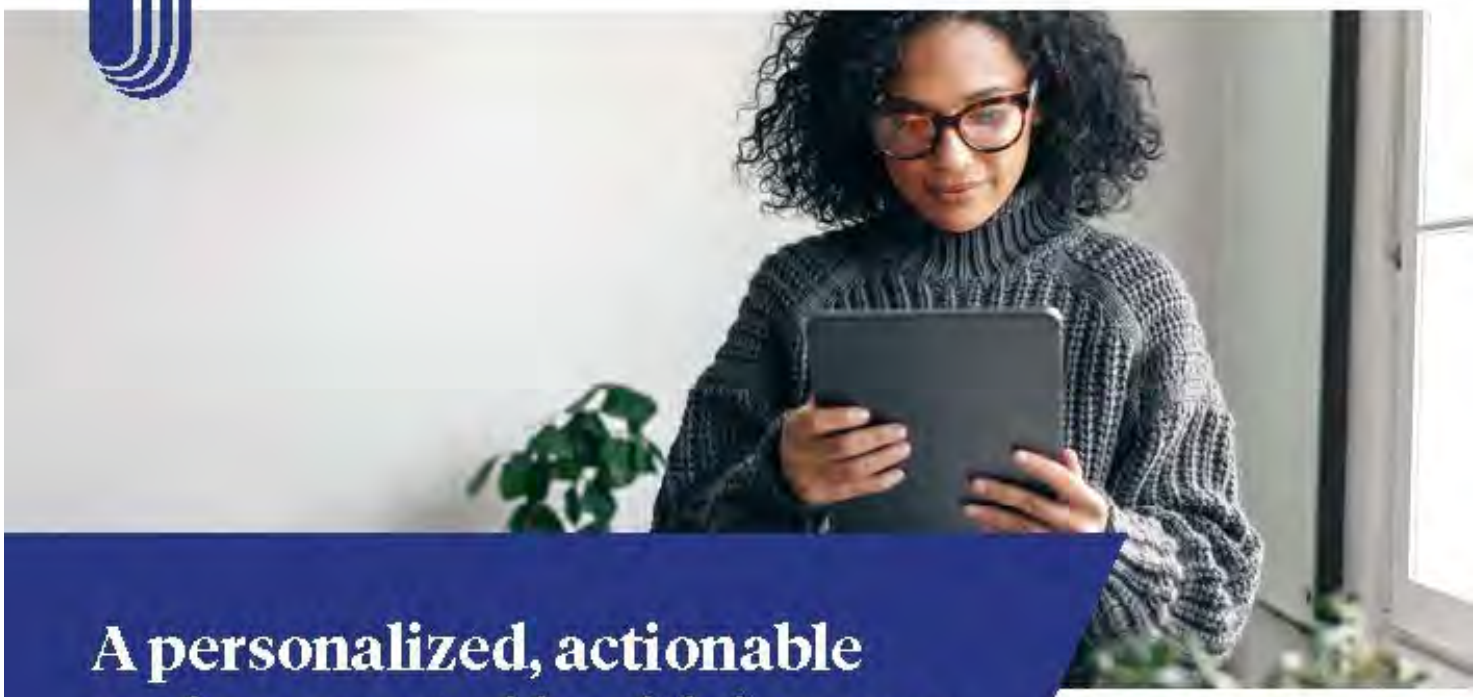
All UnitedHealthcare members can access a cost estimate online or on the mobile app. None of the cost estimates are intended to be a guarantee of your costs or benefits. Your actual costs may vary. When accessing a cost estimate, please refer to the Website or Mobile application terms of use under Find Care & Costs section.

The UnitedHealthcare® app is available for download for iPhone® or Android®. iPhone is a registered trademark of Apple, Inc. Android is a registered trademark of Google LLC.

Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services, Inc. or their affiliates.

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A personalized, actionable and connected health journey

As digital health tool adoption continues to accelerate, employee expectations may be high

App and wearable technology use continues to grow, and consumers have come to expect highly personalized, relevant online experiences in every aspect of their lives—including health care. Convenient, timely access to care—when and where they want it—is no longer a nice-to-have, but an expectation.

~50% of consumers wished the digital health care experience was smoother and more intuitive[1]

68% of consumers said it's important to customize their experience with their health care provider[1]

Integrated tools help employees find and price care simultaneously

With just a few steps on myuhc.com®, employees can:

- Find quality care
- Filter their search by location, gender, language and more
- See patient-created provider ratings
- Review cost and care options before appointments
- Access personalized cost and provider information

continued

United Healthcare

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Raising the bar for a user-friendly digital health care experience

Our approach is designed to advance digital health technology in ways that not only address employees' needs—but may exceed their expectations.

Personalized

Provide a customized experience that displays employees' personal priority items and individual health needs at a dashboard level.

Actionable

Help employees get healthy, stay healthy or use benefits more effectively by offering timely, digestible and actionable recommendations.

Connected

Make it easier to take care of health needs by connecting the dots across multiple touchpoints in the health care ecosystem.

Right information at the right time for informed decision-making

Real-time patient information, including pharmacy, labs, prior authorization, eligibility and early care path intervention is designed to help make it easier for providers and care teams to view the employee's health care journey.

Cost transparency, including PreCheck MyScript® and cost estimators, make it easier for employees to access their benefits.

Driving member engagement and cost savings

96% of users completed a health survey[2]

64% joined a health challenge[3] and completed 15M Health Missions[4]

$11.2M saved by using 24/7 Virtual Visits[5]

$225 average member savings per prescription with PreCheck MyScript[6]

Contact your UnitedHealthcare representative to learn more

[1] 2020 Healthcare Consumer Study conducted by Forrester Consulting, commissioned by Cedar. https://www.cedar.com/healthcare-consumer-study/.

[2] Rally Daily Summary Report, 7/1/14 through 9/21/19.

[3] Challenges Overview Report, as of 9/3/19, coverage challenge end dates from 1/1/18 through 1/1/20.

[4] Rally Mission Aggregate Overview Report, 7/1/14 through 8/1/19. Outcomes Research (ISPOR), Philadelphia, May 2015.

[5] As of June 30, 2018. UnitedHealthcare Health Care Economics.

[6] OptumRx analysis of full year 2019 trial claim and production claim data. January 2019-December 2019 based on 5.2 million members, >230,000 providers and 37.8 million transactions using PreCheck MyScript.

Administrative services provided by United HealthCare Services, Inc. or their affiliates.

All UnitedHealthcare members can access a cost estimate online or on the mobile app. None of the cost estimates are intended to be a guarantee of your costs or benefits. Your actual costs may vary. When accessing a cost estimate, please refer to the Website or Mobile application terms of use under Find Care & Costs section.

Virtual Visits phone and video chat with a doctor are not an insurance product, health care provider or a health plan. Unless otherwise required, benefits are available only when services are delivered through a Designated Virtual Network Provider. Virtual Visits are not intended to address emergency or life-threatening medical conditions and should not be used in those circumstances. Services may not be available at all times, or in all locations, or for all members. Check your benefit plan to determine if these services are available.

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United Healthcare

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Humana Response

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Provide Sample claim forms:

Humana does not require the employee/insured to submit claim forms. Network providers are educated in Humana's claim submission requirements and are fully apprised of their contractual obligation to submit claims on behalf of our beneficiaries.

Provide Id card samples:

As we enroll and "activate" members into our systems, these systems generate a file each evening and send it electronically to our vendor to produce the ID cards the following day. ID cards are mailed to member homes within two business days of the file receipt by the vendor. This does not include time for testing if the City chooses to review cards prior to production. ID cards are also viewable online through MyHumana on Humana.com and through the MyHumana mobile app.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Please provide sample reports that the City would be able to receive on a monthly, quarterly and annual.

Analytics Department

Brown & Brown will help the City with the management of its insurance and cost management by providing budget projections and quarterly analytics review of claims, discounts and pharmacy. In the quarterly review, there will be an executive summary illustrating the aforementioned categories, along with plan design benchmarking, medical & Rx plan design summaries, current plan designs & contributions, and financial summaries (spend distribution, medical spend by category, pharmacy spend by class and non-network providers to name a few).

These quarterly reviews provide the data for the team to discuss strategy for actuarial review, which would include underwriting evaluations as well as alternative funding analysis. It is from here we would put together our marketing strategy to execute against our analytics and actuarial review. Our data analytics team reviews the claims utilization data, and we perform our own underwriting analysis to compare to the carrier's renewal.

Our analysis enables us to negotiate the best possible renewal rates for our clients to ensure the program is managed effectively. We pay close attention to the carrier's underwriting factors, such as stop loss/ pooling charges, reserve adjustments, administrative charges and trend levels. We can quickly identify deviations to the norm and address those to avoid our clients paying more than they should.

We also enjoy walking our clients through the rate development process so they understand how their premiums are calculated. Our analysis of the claims data helps us to identify trends which may or may not be consistent with past experience, which has resulted in cost savings measures for our clients by identifying plan design opportunities to shift utilization and positively impact future claims liabilities. The City's dedicated claims analyst will be responsible for analyzing claims and providing reports at least quarterly.

These reports vary based on the funding arrangement with the current carrier and how much data the carrier provides. We have had success building additional customized reports specifically with FHC when clients need more data than what is provided in the typical quarterly claim reports. These additional reports have allowed several of our clients make informed and impactful decisions on plan changes, funding arrangements, contribution strategy, etc. Please find examples of some of the many reports we can provide:

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

FHC Top Provider Report

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

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Florida Health Care Plans
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Top 100 Providers

PROVIDER NAME	ProviderSpecialtyCode	ProviderSpecialtyDesc	PAR	Total Claims
NIRSCHL CH, MATT R	OTHR-CHIRO	CHIROPRACTOR	P	43
HAGEDOORN, BRETT	THER-PHYSI	THERAPY-PHYSICAL	P	16
BRYAN, JAMES M	SPEC-ORTHO	ORTHOPAEDIC SURGERY PHYSICIAN	P	16
KOHEN, MICHAEL D	SPEC-RHEUM	RHEUMATOLOGY PHYSICIAN SPECIAL	P	16
LICHTENWALTER, M. K.	SPEC-PSYHH	PSYCHIATRIC PHYSICIAN HH	P	16
SYMEONIDES, JOHN G.	PCPS-FAMIL	FAMILY PRACTICE PHYSICIAN PCP	P	15
PAGE JR, ROBERT N	THER-PHYSI	THERAPY-PHYSICAL	P	15
PUENTES, MARIA C	FHCP-PCP	FHCP-PCP'S OFFICE	P	15
MCCOLLUM, ALFONZA	FHCP-PCP	FHCP-PCP'S OFFICE	P	13
HARMON, JASON M	FHCP-PCP	FHCP-PCP'S OFFICE	P	13
BORTNEM, JASON R	FHCP-PCP	FHCP-PCP'S OFFICE	P	11
CALIENDO, JOHN	SPEC-PSYHH	PSYCHIATRIC PHYSICIAN HH	P	11
DUREN, LAURA ANN	FHCP-PCP	FHCP-PCP'S OFFICE	P	11
SHAPIRO, KIMBERLY MILLIGAN	FHCP-PCP	FHCP-PCP'S OFFICE	P	10
WANG, HUIJIAN JAMES	SPEC-CARDI	CARDIOLOGY PHYSICIAN SPECIALIS	P	9
GREER, RICHARD	SPEC-PSYHH	PSYCHIATRIC PHYSICIAN HH	P	9
ARCHIBALD, SANDRA K	FHCP-PCP	FHCP-PCP'S OFFICE	P	9
GARCIA, PABLO	FHCP-PCP	FHCP-PCP'S OFFICE	P	8
BENITEZ, LISA C	OTHR-LMHCO	LICENSED MENTAL HEALTH COUNSEL	P	8
DOC ON DEMAND -	PCPS-TELEM	MEDICAL TELEMEDICINE SERVICES	P	8
LOPEZ, RUBEN J	PCPS-PEDIA	PEDIATRIC PHYSICIAN PCP	P	8
SORRELL, VICKIE L	PCPS-EXTHR	NON-STAFF EXTENDED HOURS	P	7
LABELL, KIRSTIN	FHCP-PCP	FHCP-PCP'S OFFICE	P	7
ROSENBERG-OCADIZ, JENNIFER	FHCP-SPEC	FHCP-SPEC OFFICE	P	7
SINGH, SHIWANI	FHCP-PCP	FHCP-PCP'S OFFICE	P	7
STAMPER, JUDY WOODRUFF	OTHR-LMHCO	LICENSED MENTAL HEALTH COUNSEL	P	7
OLANREWAJU, SAADATU O	SPEC-PASST	SPECIALTY-PHYSICIAN ASSISTANT	P	7
STOSE, KEITH	THER-PHYSI	THERAPY-PHYSICAL	P	7
GINGRAS, JOHN PATRICK	OTHR-CHIRO	CHIROPRACTOR	P	6
DE LEON, AUGUSTO R.	FHCP-PCP	FHCP-PCP'S OFFICE	P	6
JONES, GORDON	FHCP-PCP	FHCP-PCP'S OFFICE	P	6
WILSON, NILOUFAR	FHCP-SPEC	FHCP-SPEC OFFICE	P	6
RITTER, JARED TRISTAN	SPEC-PSYHH	PSYCHIATRIC PHYSICIAN HH	P	6
TORRES, DIEGO T.	PCPS-FAMIL	FAMILY PRACTICE PHYSICIAN PCP	P	6
DOMINGUEZ, CARMEN LETICIA	FHCP-SPEC	FHCP-SPEC OFFICE	P	6
SMITH, JEFFREY	FHCP-PCP	FHCP-PCP'S OFFICE	P	6
HETHER, JAMES JEREMY	OTHR-CHIRO	CHIROPRACTOR	P	6
FUENTES, RICHARD M	THER-PHYSI	THERAPY-PHYSICAL	P	5
LUNA, BLANCA CRISTINA	PCPS-INTER	INTERNAL MEDICINE PHYSICIAN	P	5
AILANI, RAJESH K	SPEC-PULMO	PULMONARY DISEASE PHYSICIAN	P	5
FULFORD, WENDY S	FHCP-PCP	FHCP-PCP'S OFFICE	P	5
MEDICAL PC VIRT	OTHR-TELEM	TELEMEDICINE	P	5
RAUSCH, CURT N	PCPS-INTER	INTERNAL MEDICINE PHYSICIAN	P	5
CUADRA MONGALO, SILVIA M	FHCP-SPEC	FHCP-SPEC OFFICE	P	5
STACKPOLE, KIMBERLY	SPEC-PASST	SPECIALTY-PHYSICIAN ASSISTANT	P	5
HOWE, JULIA	SPEC-PSYHH	PSYCHIATRIC PHYSICIAN HH	P	5
RODGERS, LINDA ANNE	SPEC-PSYHH	PSYCHIATRIC PHYSICIAN HH	P	5
ETIENNE, ANNEMARIE	SPEC-OPHTH	OPHTHMOLOGY PHYSICIAN SPECIAL	P	5
WAHBA, NASHWA M	SPEC-PULMO	PULMONARY DISEASE PHYSICIAN	P	4
RATHBUN, MICHELLE SUZANNE	FHCP-PCP	FHCP-PCP'S OFFICE	P	4
MILLIRON, HILAREE B	SPEC-PODIA	PODIATRIST	P	4
TEPPER, BRAD D	OTHR-CHIRO	CHIROPRACTOR	N	4
COOK, STEPHANIE	SPEC-PASST	SPECIALTY-PHYSICIAN ASSISTANT	P	4
HUNT, JAMES	FHCP-PCP	FHCP-PCP'S OFFICE	P	4
DERBENWICK, MARY JUNE	FHCP-SPEC	FHCP-SPEC OFFICE	P	4
ZOBIAN, JOSEPH MICHAEL	SPEC-OPHTH	OPHTHMOLOGY PHYSICIAN SPECIAL	P	[illegible]

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

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PROVIDER NAME	ProviderSpecialtyCode	ProviderSpecialtyDesc	PAR	Total Claims
COVINGTON, DONALD	SPEC-GESUR	GENERAL SURGERY PHYSICIAN SPEC	N	4
AMAWI, KHAWLA M	FHCP-SPEC	FHCP-SPEC OFFICE	P	4
MITCHELL-SAMON, LEVONNE MARIE	FHCP-PCP	FHCP-PCP'S OFFICE	P	4
MICELI, GERALD	FHCP-SPEC	FHCP-SPEC OFFICE	P	4
ZULFIQAR, HASSAN	FHCP-SPEC	FHCP-SPEC OFFICE	P	4
INNOVATIVE MED	PCPS-TELEM	MEDICAL TELEMEDICINE SERVICES	P	4
MENDENHALL, ALLISON R	FHCP-PCP	FHCP-PCP'S OFFICE	P	4
CASAGNI, KIMBERELY S	FHCP-PCP	FHCP-PCP'S OFFICE	P	4
SMITH, RYAN	FHCP-SPEC	FHCP-SPEC OFFICE	P	4
HILL, JOHN M	PCPS-FAMIL	FAMILY PRACTICE PHYSICIAN PCP	P	4
STALEY, TYLER JAY	FHCP-PCP	FHCP-PCP'S OFFICE	P	4
MINOR, STEPHEN E	FHCP-SPEC	FHCP-SPEC OFFICE	P	3
THOMAS, SHAWN WAYNE	SPEC-UROLO	UROLOGY PHYSICIAN SPECIALIST	P	3
MERRELL, MATTHEW M	SPEC-UROLO	UROLOGY PHYSICIAN SPECIALIST	P	3
DRIGGERS, WESLEY JAY	FHCP-PCP	FHCP-PCP'S OFFICE	P	3
ROSATI, SAMUEL M	FHCP-PCP	FHCP-PCP'S OFFICE	P	3
MALIK, VINOD K	SPEC-ANEST	ANESTHESIA PHYSICIAN SPECIALIS	P	3
GAINES, RICHARD K	SPEC-ORTHO	ORTHOPAEDIC SURGERY PHYSICIAN	P	3
GOTTLIEB, DANIEL G	FHCP-PCP	FHCP-PCP'S OFFICE	P	3
MOHLER, KYLA E	FHCP-PCP	FHCP-PCP'S OFFICE	P	3
BRAITHWAITE, RICHARD LEE	PCPS-INTER	INTERNAL MEDICINE PHYSICIAN	P	3
CROUCH, EUGENE MARION	FHCP-PCP	FHCP-PCP'S OFFICE	P	3
NIPPER, NEIL B	FHCP-PCP	FHCP-PCP'S OFFICE	P	3
VELAT, GREGORY J	SPEC-NEUSG	NEUROSURERY PHYSICIAN SPECIAL	P	3
DINEEN, MARTIN K	SPEC-UROLO	UROLOGY PHYSICIAN SPECIALIST	P	3
HOFFMAN, MATTHEW H	FHCP-PCP	FHCP-PCP'S OFFICE	P	3
OFFENBERG, HOWARD L	SPEC-RHEUM	RHEUMATOLOGY PHYSICIAN SPECIAL	P	3
MEYERS, JOHN C	SPEC-OBGYN	OB/GYN PHYSICIAN SPECIALIST	P	3
MCDONALD, DAVID J	SPEC-NEURO	NEUROLOGY PHYSICIAN SPECIALIST	P	3
BORZOK, JOHN M	SPEC-PODIA	PODIATRIST	P	3
QUINTEROS, JAIME E	PCPS-PEDIA	PEDIATRIC PHYSICIAN PCP	P	3
BAKER, MATTHEW	PCPS-PASST	PHYSICIAN ASSISTANT PRIM CARE	P	3
PARSONS, MICHAEL J	FHCP-PCP	FHCP-PCP'S OFFICE	P	3
WALKER, MITCHELL RYAN	THER-ABILI	THERAPY ABILITY	P	3
KISGEROPOULOS, CHAZ	PCPS-EXTHR	NON-STAFF EXTENDED HOURS	P	3
ABDURAHMAN, ARSHEEMA	PCPS-EXTHR	NON-STAFF EXTENDED HOURS	P	3
CARDONA, LINA	SPEC-DERMA	DERMATOLOGY PHYSICIAN SPECIAL	P	3
JUMANI, ABDUL Q.	SPEC-NEPHR	NEPHROLOGIST	P	3
BLY, KRIS M	FHCP-PCP	FHCP-PCP'S OFFICE	P	3
ST. JAMES, LUTHER	PCPS-FAMIL	FAMILY PRACTICE PHYSICIAN PCP	N	3
LAMBIE, BRITTNEY L	SPEC-ORTHO	ORTHOPAEDIC SURGERY PHYSICIAN	P	2
CARRATT, EVAN DEMETRIOS	PCPS-FAMIL	FAMILY PRACTICE PHYSICIAN PCP	P	2
GIANINI, ANGELA M.	PCPS-PEDIA	PEDIATRIC PHYSICIAN PCP	P	2
ROLLMAN, LEONARD	OTHR-CHIRO	CHIROPRACTOR	P	2

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

FHC Deductible and Out of Pocket Maximum Summary Report

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

SUMMARY DEDUCTIBLE OOP COUNTS

Florida Health Care Plans
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CITY OF HOLLY HILL

INCURRED

START 202101
END 202108

INDIVIDUAL

								DEDUCTIBLE			OOP		
MBR COUNT	MBR TYPE	CLM TIER	MBR PLAN	PLAN DEDUCT	PLAN OOP	COMB DED	COMB OOP	MEDICAL COUNT	RX COUNT	COMBINED COUNT	MEDICAL COUNT	RX COUNT	COMBINED COUNT
15	I	HMO	T32	-	2,500	N	Y	-	-	-	-	-	-
78	I	HMO	T95	1,400	3,000	Y	Y	2	-	11	1	-	3
13	I	POS	T95	2,800	6,000	Y	Y	-	-	-	-	-	-
	TOTAL	HMO						2	-	11	1	-	3
	TOTAL	POS						-	-	-	-	-	-

FAMILY

								DEDUCTIBLE			OOP		
MBR COUNT	MBR TYPE	CLM TIER	MBR PLAN	PLAN DEDUCT	PLAN OOP	COMB DED	COMB OOP	MEDICAL COUNT	RX COUNT	COMBINED COUNT	MEDICAL COUNT	RX COUNT	COMBINED COUNT
6	F	HMO	T32	-	5,000	N	Y	-	-	-	-	-	-
17	F	HMO	T95	2,800	6,000	Y	Y	-	-	1	-	-	-
4	F	POS	T95	5,600	12,000	Y	Y	-	-	-	-	-	-
	TOTAL	HMO						-	-	1	-	-	-
	TOTAL	POS						-	-	-	-	-	-

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

DED OOP RANGE REPORT

Florida Health Care Plans
An Independent Licensee of the Blue Cross and Blue Shield Association

CITY OF HOLLY HILL

INCURRED

INDIVIDUAL DEDUCTIBLE

	TIER	HMO	HMO	POS
	PLAN	T32	T95	T95
	DEDUCTIBLE	0	1400	2800
	OOP	2500	3000	6000
	COMBINED DED	N	Y	Y
	COMBINED OOP	Y	Y	Y
START	END			
0	0	15	12	5
0	280	-	32	4
280	560	-	7	3
560	840	-	3	1
840	1,120	-	2	-
1,120	1,400	-	22	-
1,400	1,680	-	-	-
1,680	1,960	-	-	-
1,960	2,240	-	-	-
2,240	2,520	-	-	-
2,520	2,800	-	-	-
Total Meeting Deductible		-	13	-

INDIVIDUAL OOP

	TIER	HMO	HMO	POS
	PLAN	T32	T95	T95
	DEDUCTIBLE	0	1400	2800
	OOP	2500	3000	6000
	COMBINED DED	N	Y	Y
	COMBINED OOP	Y	Y	Y
START	END			
0	0	-	12	5
0	600	13	40	7
600	1,200	2	4	1
1,200	1,800	-	9	-
1,800	2,400	-	5	-
2,400	3,000	-	8	-
3,000	3,600	-	-	-
3,600	4,200	-	-	-
4,200	4,800	-	-	-
4,800	5,400	-	-	-
5,400	6,000	-	-	-
Total Meeting OOP		-	4	-

FAMILY DEDUCTIBLE

	TIER	HMO	HMO	POS
	PLAN	T32	T95	T95
	DEDUCTIBLE	0	2800	5600
	OOP	5000	6000	12000
	COMBINED DED	N	Y	Y
	COMBINED OOP	Y	Y	Y
START	END			
0	0	6	-	-
0	560	-	4	4
560	1,120	-	5	-
1,120	1,680	-	-	-
1,680	2,240	-	4	-
2,240	2,800	-	4	-
2,800	3,360	-	-	-
3,360	3,920	-	-	-
3,920	4,480	-	-	-
4,480	5,040	-	-	-
5,040	5,600	-	-	-
Total Meeting Deductible		-	1	-

FAMILY OOP

	TIER	HMO	HMO	POS
	PLAN	T32	T95	T95
	DEDUCTIBLE	0	2800	5600
	OOP	5000	6000	12000
	COMBINED DED	N	Y	Y
	COMBINED OOP	Y	Y	Y
START	END			
0	0	-	-	-
0	1,200	3	9	4
1,200	2,400	1	4	-
2,400	3,600	2	3	-
3,600	4,800	-	-	-
4,800	6,000	-	1	-
6,000	7,200	-	-	-
7,200	8,400	-	-	-
8,400	9,600	-	-	-
9,600	10,800	-	-	-
10,800	12,000	-	-	-
Total Meeting OOP		-	-	-

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Benchmarking Reports

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Executive Summary of Medical & Prescription Drug Coverage

	Client						Benchmark #1			
Vendor	BlueCross BlueShield			BlueCross BlueShield			Aetna		Aetna	
Plan Name	Plan 1			Plan 2			Choice POS II		Health Fund	
Plan Type	PPO w/HRA			PPO w/HSA			PPO		PPO w/HRA	
HRA Fund	Up to $600 | Wellness Activity Contingent			Up to $600 | Wellness Activity Contingent			-		$500 Individual	$1,000 Family
On-Site Clinic Offered	Yes			Yes			Yes		Yes	
Plan Details	**In-Network**			**In-Network**			**In-Network**		**In-Network**	
	Single		**Family**	**Single**		**Family**	***Single***	***Family***	***Single***	***Family***
Plan Deductible	$750		$1,500	$2,000 | $2,800		$4,000	$600	$1,200	$1,750	$3,500
Family Deductible of 3 or more:			$2,250							
Calendar or Policy Year:	Calendar			Calendar			Calendar		Calendar	
Coinsurance:	80%			80%			80%		80%	
Maximum Out-of-Pocket (Med|Rx):	$2,500		$5,000	$6,900		$13,800	$2,500	$5,000	$3,500	$7,000
Family of 3 or more Max OOP:	-		$7,500	-						
Physician Services										
Office Visit Copay:	$20			80% after CYD			$25		80% after CYD	
Specialist Copay:	$35 (CCN) | $50 (Non-CCN)			80% after CYD			$35 (Aexcel | $50 (Non-Aexcel)		90% (Aexcel) | 80% (Non-Aexcel)	
Hospital / Emergency Services										
Inpatient Hospital Per Admission Copay:	80% after CYD			80% after CYD			80% after CYD		80% after CYD	
Emergency Room Copay:	$250			80% after CYD			$300		80% after CYD	
Urgent Care Copay:	$75			80% after CYD			$75		80% after CYD	
Outpatient Surgical Facility Copay:	80% after CYD			80% after CYD			80% after CYD		80% after CYD	
Diagnostic Services										
Lab, X-Ray & Diagnostics Outpatient:	$10			80% after CYD			$35		80% after CYD	
Advanced Imaging Services:	$250 Copay per scan			80% after CYD			80% after CYD		80% after CYD	
Prescription Drugs										
Deductible:	-			-			-		-	
Prescription Tier	$5 | 60% of cost ($35-$75) 40% of cost ($70-$100) | $250			80% after CYD			$9 | 80% of cost ($35-$70) 60% of cost ($50-$100) | $250		$9 | 80% of cost ($35-$70) 60% of cost ($50-$100) | $250	
Mail Order Prescription (90 Day Supply):	2.5x's Copay			80% after CYD						
	Plan 1			**Plan 2**			**Choice POS II**		**Health Fund**	
Monthly Employee Contributions	**Team IUPA Nonrep**	**Premium Incentive**	**PBA Union**	**Team IUPA Nonrep**	**Premium Incentive**	**PBA Union**				
Employee Only	$60.04	$43.38	$67.45	$0.00	$0.00	N/A	$106.36		$77.00	
Employee + One	$448.18	$423.17	$503.58	$219.92	$194.91	N/A	$498.01		$360.58	
Employee + Child(ren)	N/A	N/A	N/A	N/A	N/A	N/A	$584.96		$423.54	
Employee + Family	$537.23	$495.56	$603.63	$400.83	$359.17	N/A	$712.57		$515.95	
	Plan 1			**Plan 2**			**Choice POS II**		**Health Fund**	
Monthly Retiree Contributions	**Pre 10/1/93 DOH**		**Post 10/1/93 DOH**	**Pre 10/1/93 DOH**		**Post 10/1/93 DOH**	**Non-Medicare**		**Non-Medicare**	
Employee Only	$137.94	N/A	$789.86	$0.00	N/A	$684.71	N/A		N/A	
Employee + One	$619.55	N/A	$1,579.73	$485.66	N/A	$1,369.86	N/A		N/A	
Employee + Family	$1,108.09	N/A	$2,764.52	$976.81	N/A	$2,263.30	N/A		N/A	

Notes

Illustrated benefits include in-network coverages only.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Plan Design Benchmarking

	Client						Benchmark #2	
Vendor	**BlueCross BlueShield**			**BlueCross BlueShield**			**Cigna**	
Plan Name	Plan 1			Plan 2			OAP	
Plan Type	PPO w/HRA			PPO w/HSA			PPO	
HRA Fund	Up to $600 | Wellness Activity Contingent			Up to $600 | Wellness Activity Contingent			-	
On-Site Clinic Offered	Yes			Yes			Yes	
Plan Details	**In-Network**			**In-Network**			**In-Network**	
	Single		**Family**	**Single**		**Family**	**Single**	**Family**
Plan Deductible	$750		$1,500	$2,000 | $2,800		$4,000	$2,000	$4,000
Family Deductible of 3 or more:			$2,250					
Calendar or Policy Year:	Calendar			Calendar			Calendar Year	
Coinsurance:	80%			80%			90%	
Maximum Out-of-Pocket (Med|Rx)	$2,500		$5,000	$6,900		$13,800	$3,500	$7,000
Family of 3 or more Max OOP:	-		$7,500	-				
Physician Services								
Office Visit Copay:	$20			80% after CYD			$20	
Specialist Copay:	$35 (CCN) | $50 (Non-CCN)			80% after CYD			$40	
Hospital / Emergency Services								
Inpatient Hospital Per Admission Copay:	80% after CYD			80% after CYD			90% after CYD	
Emergency Room Copay:	$250			80% after CYD			$150	
Urgent Care Copay:	$75			80% after CYD			$75	
Outpatient Surgical Facility Copay:	80% after CYD			80% after CYD			90% after CYD	
Diagnostic Services								
Lab, X-Ray & Diagnostics Outpatient:	$10			80% after CYD			$0	
Advanced Imaging Services:	$250 Copay per scan			80% after CYD			$0	
Prescription Drugs								
Deductible:	-			-			-	
Prescription Tier	$5 | 60% of cost ($35-$75)			80% after CYD			$10 | $30 | $50	
Mail Order Prescription (90 Day Supply):	2.5x's Copay			80% after CYD			2x's Copay	
		Plan 1			**Plan 2**		**PPO**	
Monthly Employee Contributions	**Team IUPA Nonrep**	**Premium Incentive**	**PBA Union**	**Team IUPA Nonrep**	**Premium Incentive**	**PBA Union**		
Employee Only	$60.04	$43.38	$67.45	$0.00	$0.00	N/A	$0.00	
Employee + One	$448.18	$423.17	$503.58	$219.92	$194.91	N/A	$323.34	
Employee + Child(ren)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Employee + Family	$537.23	$495.56	$603.63	$400.83	$359.17	N/A	$679.12	
		Plan 1			**Plan 2**		**OAP**	
Monthly Retiree Contributions	**Pre 10/1/93 DOH**		**Post 10/1/93 DOH**	**Pre 10/1/93 DOH**		**Post 10/1/93 DOH**		
Employee Only	$137.94	N/A	$789.86	$0.00	N/A	$684.71	$754.82	
Employee + One	$619.55	N/A	$1,579.73	$485.66	N/A	$1,369.86	$1,293.36	
Employee + Family	$1,108.09	N/A	$2,764.52	$976.81	N/A	$2,263.30	$2,122.23	

Illustrated benefits include in-network coverages only

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Plan Design Benchmarking

	Client						Benchmark #2			
Vendor	**BlueCross BlueShield**			**BlueCross BlueShield**			**UnitedHealthcare**		**UnitedHealthcare**	
Plan Name	Plan 1			Plan 2			City Plan With HRA		Simple Wellness Plan	
Plan Type	PPO w/HRA			PPO w/HSA			PPO w/HRA		PPO w/HRA	
HRA Fund	Up to $600 | Wellness Activity Contingent			Up to $600 | Wellness Activity Contingent			$1,000 Single | $2,000 w/Spouse or DP		$1,000	
On-Site Clinic Offered	Yes			Yes			Yes		Yes	
Plan Details	**In-Network**			**In-Network**			**In-Network**		**In-Network**	
	Single		**Family**	**Single**		**Family**	***Single***	***Family***	***Single***	***Family***
Plan Deductible	$750		$1,500	$2,000 | $2,800		$4,000	$2,000	$4,000	$2,000	$4,000
Family Deductible of 3 or more:			$2,250							
Calendar or Policy Year:	Calendar			Calendar			Calendar		Calendar	
Coinsurance:	80%			80%			90%		100%	
Maximum Out-of-Pocket (Med|Rx):	$2,500		$5,000	$6,900		$13,800	$4,000	$8,000	$4,000	$8,000
Family of 3 or more Max OOP:	-		$7,500	-						
Physician Services										
Office Visit Copay:	$20			80% after CYD			$30		$30	
Specialist Copay:	$35 (CCN) | $50 (Non-CCN)			80% after CYD			$30 Tier-1 | $50 all others		$30 Tier-1 | $50 all others	
Hospital / Emergency Services										
Inpatient Hospital Per Admission Copay:	80% after CYD			80% after CYD			90% after CYD		$400 per day up to 5 days after CYD	
Emergency Room Copay:	$250			80% after CYD			$300		$300 after CYD	
Urgent Care Copay:	$75			80% after CYD			$50		$50	
Outpatient Surgical Facility Copay:	80% after CYD			80% after CYD			90% after CYD		$100 - Free Standing $250 after CYD - Hospital	
Diagnostic Services										
Lab, X-Ray & Diagnostics Outpatient:	$10			80% after CYD			90% after CYD		No Charge after CYD	
Advanced Imaging Services:	$250 Copay per scan			80% after CYD			90% after CYD		$200 after CYD	
Prescription Drugs										
Deductible:	-			-			-		-	
Prescription Tier	$5 | 60% of cost ($35-$75)			80% after CYD			$30 | $60 | $90 | 75%		$30 | $60 | $90 | 75%	
Mail Order Prescription (90 Day Supply):	2.5x's Copay			80% after CYD			2x's Copay		2x's Copay	
	Plan 1			**Plan 2**			**City Plan With HRA**		**Simple Wellness Plan**	
Monthly Employee Contributions	**Team IUPA Nonrep**	**Premium Incentive**	**PBA Union**	**Team IUPA Nonrep**	**Premium Incentive**	**PBA Union**				
Employee Only	$60.04	$43.38	$67.45	$0.00	$0.00	N/A	$0.00		$34.99	
Employee + One	$448.18	$423.17	$503.58	$219.92	$194.91	N/A	N/A		N/A	
Employee + Child(ren)	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	
Employee + Family	$537.23	$495.56	$603.63	$400.83	$359.17	N/A	$400.01		$468.00	
	Plan 1			**Plan 2**			**City Plan With HRA**		**Simple Wellness Plan**	
Monthly Retiree Contributions	**Pre 10/1/93 DOH**		**Post 10/1/93 DOH**	**Pre 10/1/93 DOH**		**Post 10/1/93 DOH**	**Non-Medicare**		**Non-Medicare**	
Employee Only	$137.94	N/A	$789.86	$0.00	N/A	$684.71	N/A		N/A	
Employee + One	$619.55	N/A	$1,579.73	$485.66	N/A	$1,369.86	N/A		N/A	
Employee + Family	$1,108.09	N/A	$2,764.52	$976.81	N/A	$2,263.30	N/A		N/A	

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Plan Design Benchmarking

	Client						Benchmark #3			
Vendor	**BlueCross BlueShield**			**BlueCross BlueShield**			**Florida Blue**			
Plan Name	Plan 1			Plan 2			PPO Plan			
Plan Type	PPO w/HRA			PPO w/HSA			PPO			
HRA Fund	Up to $600 | Wellness Activity Contingent			Up to $600 | Wellness Activity Contingent			-			
On-Site Clinic Offered	Yes			Yes			-			
Plan Details	**In-Network**			**In-Network**			**In-Network**			
	Single		**Family**	**Single**		**Family**	***Single***		***Family***	
Plan Deductible	$750		$1,500	$2,000 | $2,800		$4,000	$300		$500	
Family Deductible of 3 or more:			$2,250						-	
Calendar or Policy Year:	Calendar			Calendar			Calendar			
Coinsurance:	80%			80%			80%			
Maximum Out-of-Pocket (Med|Rx):	$2,500		$5,000	$6,900		$13,800	$2,000		$6,000	
Family of 3 or more Max OOP:	-		$7,500	-			-			
Physician Services										
Office Visit Copay:	$20			80% after CYD			$25			
Specialist Copay:	$35 (CCN) | $50 (Non-CCN)			80% after CYD			$25			
Hospital / Emergency Services										
Inpatient Hospital Per Admission Copay:	80% after CYD			80% after CYD			80% after CYD			
Emergency Room Copay:	$250			80% after CYD			$250 Copay + 80% after CYD			
Urgent Care Copay:	$75			80% after CYD			$25			
Outpatient Surgical Facility Copay:	80% after CYD			80% after CYD			80% after CYD			
Diagnostic Services										
Lab & Diagnostic X-Ray	$10			80% after CYD			Lab: $0 | X-Rays: 80% after CYD			
Advanced Imaging Services:	$250 Copay per scan			80% after CYD			80% after CYD			
Prescription Drugs										
Deductible:	-			-			-			
Prescription Tier	$5 | 60% of cost ($35-$75) 40% of cost ($70-$100) | $250			80% after CYD			$7.50 | $25 | $35			
Mail Order Prescription (90 Day Supply):	2.5x's Copay			80% after CYD			2x's Copay			

	Plan 1			Plan 2			PPO Plan			
Monthly Employee Contributions	**Team IUPA Nonrep**	**Premium Incentive**	**PBA Union**	**Team IUPA Nonrep**	**Premium Incentive**	**PBA Union**	**Wage Band #1**	**Wage Band #2**	**Wage Band #3**	**Wage Band #4**
Employee Only	$60.04	$43.38	$67.45	$0.00	$0.00	N/A	$47.06	$86.26	$172.51	$203.88
Employee + One	$448.18	$423.17	$503.58	$219.92	$194.91	N/A	$313.67	$352.89	$439.14	$470.51
Employee + Child(ren)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Employee + Family	$537.23	$495.56	$603.63	$400.83	$359.17	N/A	$363.07	$402.29	$488.54	$519.91

Monthly Retiree Contributions	Plan 1			Plan 2		
	Pre 10/1/93 DOH		**Post 10/1/93 DOH**	**Pre 10/1/93 DOH**		**Post 10/1/93 DOH**
Employee Only	$137.94	N/A	$789.86	$0.00	N/A	$684.71
Employee + One	$619.55	N/A	$1,579.73	$485.66	N/A	$1,369.86
Employee + Family	$1,108.09	N/A	$2,764.52	$976.81	N/A	$2,263.30

Illustrated benefits include in-network coverages only.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Plan Design Benchmarking

	Client						Benchmark #4			
Vendor	**BlueCross BlueShield**			**BlueCross BlueShield**			**UnitedHealthcare**		**UnitedHealthcare**	
Plan Name	Plan 1			Plan 2			Choice High Deductible Plan		Basic High Deductible Plan	
Plan Type	PPO w/HRA			PPO w/HSA			PPO w/HRA		PPO	
HRA Fund	Up to $600 | Wellness Activity Contingent			Up to $600 | Wellness Activity Contingent			$250		-	-
On-Site Clinic Offered	Yes			Yes			Yes		Yes	
Plan Details	**In-Network**			**In-Network**			**In-Network**		**In-Network**	
	Single		**Family**	**Single**		**Family**	***Single***	***Family***	***Single***	***Family***
Plan Deductible	$750		$1,500	$2,000 | $2,800		$4,000	$1,750	$3,500	$5,000	$10,000
Family Deductible of 3 or more:			$2,250							
Calendar or Policy Year:	Calendar			Calendar			Plan Year		Plan Year	
Coinsurance:	80%			80%			90%		100%	
Maximum Out-of-Pocket (Med|Rx)	$2,500		$5,000	$6,900		$13,800	$3,500	$7,000	$5,000	$10,000
Family of 3 or more Max OOP:	-		$7,500	-						
Physician Services										
Office Visit Copay:	$20			80% after CYD			$25		$0 After PYD	
Specialist Copay:	$35 (CCN) | $50 (Non-CCN)			80% after CYD			$35 Designated Provider | $45 all others		$0 After PYD	
Hospital / Emergency Services										
Inpatient Hospital Per Admission Copay:	80% after CYD			80% after CYD			$300 per day up to 5 days then 10% after PYD		$0 After PYD	
Emergency Room Copay:	$250			80% after CYD			$250 after PYD (Waived if admitted)		$0 After PYD	
Urgent Care Copay:	$75			80% after CYD			$50 after PYD		$0 After PYD	
Outpatient Surgical Facility Copay:	80% after CYD			80% after CYD			90% after PYD		$0 After PYD	
Diagnostic Services										
Lab, X-Ray & Diagnostics Outpatient:	$10			80% after CYD			90% after PYD		$0 After PYD	
Advanced Imaging Services:	$250 Copay per scan			80% after CYD			90% after PYD		$0 After PYD	
Prescription Drugs										
Deductible:	-			-			$200 Ind. | $400 Family		Plan Year Deductible	
	$5 | 60% of cost ($35-$75)									
Prescription Tier	40% of cost ($70-$100) | $250			80% after CYD			$15 | $35 | $50 | 75% - Tier 2,3, & 4 after Rx Ded.		$0 After PYD	
Mail Order Prescription (90 Day Supply):	2.5x's Copay			80% after CYD			$45 | $105 | $150 - Tier 2 & 3 after Rx Ded.		$0 After PYD	
	Plan 1			**Plan 2**			**Choice High Deductible Plan**		**Basic High Deductible Plan**	
Monthly Employee Contributions	**Team IUPA Nonrep**	**Premium Incentive**	**PBA Union**	**Team IUPA Nonrep**	**Premium Incentive**	**PBA Union**				
Employee Only	$60.04	$43.38	$67.45	$0.00	$0.00	N/A	$162.99		$129.41	
Employee + One	$448.18	$423.17	$503.58	$219.92	$194.91	N/A	$350.43		$278.22	
Employee + Child(ren)	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	
Employee + Family	$537.23	$495.56	$603.63	$400.83	$359.17	N/A	$461.26		$366.22	
	Plan 1			**Plan 2**			**Choice High Deductible Plan**		**Basic High Deductible Plan**	
Monthly Retiree Contributions	**Pre 10/1/93 DOH**		**Post 10/1/93 DOH**	**Pre 10/1/93 DOH**		**Post 10/1/93 DOH**				
Employee Only	$137.94	N/A	$789.86	$0.00	N/A	$684.71	N/A		N/A	
Employee + One	$619.55	N/A	$1,579.73	$485.66	N/A	$1,369.86	N/A		N/A	
Employee + Family	$1,108.09	N/A	$2,764.52	$976.81	N/A	$2,263.30	N/A		N/A	

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Plan Design Benchmarking

	Client						Benchmark #5			
Vendor	**BlueCross BlueShield**			**BlueCross BlueShield**			**UnitedHealthcare**		**UnitedHealthcare**	
Plan Name	Plan 1			Plan 2			Choice Plus Plan		Choice EPO Plan	
Plan Type	PPO w/HRA			PPO w/HSA			PPO		EPO	
HRA Fund	Up to $600 | Wellness Activity Contingent			Up to $600 | Wellness Activity Contingent			-	-	-	-
On-Site Clinic Offered	Yes			Yes			Yes		Yes	
Plan Details	**In-Network**			**In-Network**			**In-Network**		**In-Network**	
	Single		**Family**	**Single**		**Family**	***Single***	***Family***	***Single***	***Family***
Plan Deductible	$750		$1,500	$2,000 | $2,800		$4,000	$750	$1,500	$750	$1,500
Family Deductible of 3 or more:			$2,250							
Calendar or Policy Year:	Calendar			Calendar			Plan Year		Plan Year	
Coinsurance:	80%			80%			90%		100%	
Maximum Out-of-Pocket (Med|Rx):	$2,500		$5,000	$6,900		$13,800	$3,000	$6,000	$3,000	$6,000
Family of 3 or more Max OOP:	-		$7,500	-						
Physician Services										
Office Visit Copay:	$20			80% after CYD			$30		$30	
Specialist Copay:	$35 (CCN) | $50 (Non-CCN)			80% after CYD			$35 Designated Provider | $50 all others		$35 Designated Provider | $50 all others	
Hospital / Emergency Services										
Inpatient Hospital Per Admission Copay:	80% after CYD			80% after CYD			$300 per day up to 3 days then 90% after PYD		$300 per day up to 3 days then $0 after PYD	
Emergency Room Copay:	$250			80% after CYD			$250 after PYD (Waived if admitted)		$250 after PYD (Waived if admitted)	
Urgent Care Copay:	$75			80% after CYD			$50 after PYD		$50 after PYD	
Outpatient Surgical Facility Copay:	80% after CYD			80% after CYD			90% after PYD		100% after PYD	
Diagnostic Services										
Lab, X-Ray & Diagnostics Outpatient:	$10			80% after CYD			90% after PYD		$0	
Advanced Imaging Services:	$250 Copay per scan			80% after CYD			90% after PYD		$0 after PYD	
Prescription Drugs										
Deductible:	-			-			$200 Ind. | $400 Family		$200 Ind. | $400 Family	
Prescription Tier	$5 | 60% of cost ($35-$75) 40% of cost ($70-$100) | $250			80% after CYD			$15 | $35 | $50 | 75% - Tier 2,3, & 4 after Rx Ded.		$15 | $35 | $50 | 75% - Tier 2,3, & 4 after Rx Ded.	
Mail Order Prescription (90 Day Supply):	2.5x's Copay			80% after CYD			$45 | $105 | $150 - Tier 2 & 3 after Rx Ded.		$45 | $105 | $150 - Tier 2 & 3 after Rx Ded.	
	Plan 1			**Plan 2**			**Choice Plus Plan**		**Choice EPO Plan**	
Monthly Employee Contributions	**Team IUPA Nonrep**	**Premium Incentive**	**PBA Union**	**Team IUPA Nonrep**	**Premium Incentive**	**PBA Union**				
Employee Only	$60.04	$43.38	$67.45	$0.00	$0.00	N/A	$209.46		$189.24	
Employee + One	$448.18	$423.17	$503.58	$219.92	$194.91	N/A	$423.13		$406.87	
Employee + Child(ren)	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	
Employee + Family	$537.23	$495.56	$603.63	$400.83	$359.17	N/A	$586.52		$535.54	
	Plan 1			**Plan 2**			**Choice Plus Plan**		**Choice EPO Plan**	
Monthly Retiree Contributions	**Pre 10/1/93 DOH**		**Post 10/1/93 DOH**	**Pre 10/1/93 DOH**		**Post 10/1/93 DOH**				
Employee Only	$137.94	N/A	$789.86	$0.00	N/A	$684.71	N/A		N/A	
Employee + One	$619.55	N/A	$1,579.73	$485.66	N/A	$1,369.86	N/A		N/A	
Employee + Family	$1,108.09	N/A	$2,764.52	$976.81	N/A	$2,263.30	N/A		N/A	

Notes

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Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Plan Design Benchmarking

	Client						Benchmark #5	
Vendor	**BlueCross BlueShield**			**BlueCross BlueShield**			**Cigna**	
Plan Name	Plan 1			Plan 2			OAPIN Open Access Plus Plan	
Plan Type	PPO w/HRA			PPO w/HSA			PPO	
HRA Fund	Up to $600 | Wellness Activity Contingent			Up to $600 | Wellness Activity Contingent			Up to $1,000	
On-Site Clinic Offered	Yes			Yes			-	
Plan Details	**In-Network**			**In-Network**			**In-Network**	
	Single		**Family**	**Single**		**Family**	***Single***	***Family***
Plan Deductible	$750		$1,500	$2,000 | $2,800		$4,000	$500	$1,000
Family Deductible of 3 or more:			$2,250					
Calendar or Policy Year:	Calendar			Calendar			Plan Year	
Coinsurance:	80%			80%			100%	
Maximum Out-of-Pocket (Med|Rx):	$2,500		$5,000	$6,900		$13,800	$1,500	$3,000
Family of 3 or more Max OOP:	-		$7,500	-				
Physician Services								
Office Visit Copay:	$20			80% after CYD			$25	
Specialist Copay:	$35 (CCN) | $50 (Non-CCN)			80% after CYD			$35	
Hospital / Emergency Services								
Inpatient Hospital Per Admission Copay:	80% after CYD			80% after CYD			$0 after CYD	
Emergency Room Copay:	$250			80% after CYD			$150	
Urgent Care Copay:	$75			80% after CYD			$50	
Outpatient Surgical Facility Copay:	80% after CYD			80% after CYD			$0 after CYD	
Diagnostic Services								
Lab, X-Ray & Diagnostics Outpatient:	$10			80% after CYD			$0	
Advanced Imaging Services:	$250 Copay per scan			80% after CYD			$0 after CYD	
Prescription Drugs								
Deductible:	-			-			-	
Prescription Tier	$5 | 60% of cost ($35-$75)			80% after CYD			$15 | $30 | $60	
Mail Order Prescription (90 Day Supply):	2.5x's Copay			80% after CYD			2x's Copay	

	Plan 1			**Plan 2**			**OAPIN Open Access Plus Plan**
Monthly Employee Contributions	**Team IUPA Nonrep**	**Premium Incentive**	**PBA Union**	**Team IUPA Nonrep**	**Premium Incentive**	**PBA Union**	
Employee Only	$60.04	$43.38	$67.45	$0.00	$0.00	N/A	$26.00
Employee + One	$448.18	$423.17	$503.58	$219.92	$194.91	N/A	$286.00
Employee + Child(ren)	N/A	N/A	N/A	N/A	N/A	N/A	$249.00
Employee + Family	$537.23	$495.56	$603.63	$400.83	$359.17	N/A	$315.00

	Plan 1			**Plan 2**			**OAPIN Open Access Plus Plan**
Monthly Retiree Contributions	**Pre 10/1/93 DOH**		**Post 10/1/93 DOH**	**Pre 10/1/93 DOH**		**Post 10/1/93 DOH**	
Employee Only	$137.94	N/A	$789.86	$0.00	N/A	$684.71	$1,165.00
Employee + One	$619.55	N/A	$1,579.73	$485.66	N/A	$1,369.86	$2,355.00 (E+S), $2046 (E+C)
Employee + Family	$1,108.09	N/A	$2,764.52	$976.81	N/A	$2,263.30	$2,587.00

Notes

Illustrated benefits include in-network coverages only.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Brown & Brown's FHC Customized Quarterly Reports

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Brown & Brown INSURANCE®
DAYTONA BEACH

City of Holly Hill

Q2 2021 Health Plan Performance Summary

Presented By
Jessica Scott
Senior Vice President



Presented by Brown & Brown of Florida, Inc.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

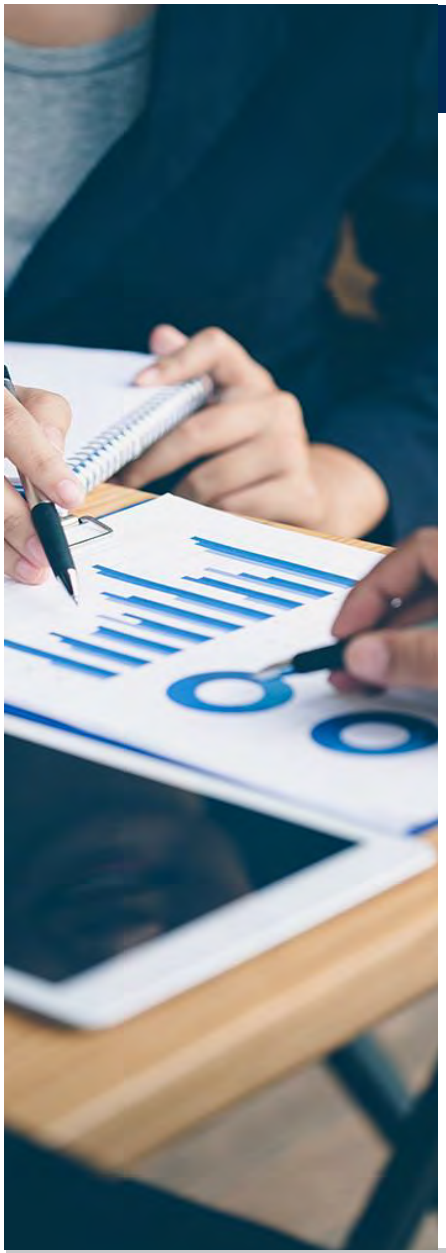


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Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary

	Start Date	End Date
Current Period:	1-Jul-20	30-Jun-21
Prior Period:	1-Jul-19	30-Jun-20

Total Cost

$846,781	Gross Claim Cost
20%	*Increase vs. Prior Period*
$923,362	Total Paid Premium
-9%	*Decrease vs. Prior Period*
92%	Current 12 Month Loss Ratio
70%	*Prior 12 Month Loss Ratio*

High Cost Claimants

$437,010	> $25,000 Paid (Med & Rx)
$223,087	*Paid in Prior Period*
6	Claimants Exceeding $25,000
5	*Claimants in Prior Period*
52%	% of Total Claim Cost (Current)
32%	% of Total Claim Cost (Prior)

Inpatient Facility

357	Inpatient Days/1000 Members
48%	*Increase vs. Prior Period*
77	Inpatient Admission/ 1000 Members
28%	*Increase vs. Prior Period*
5	Average Length of Inpatient Stay
16.0%	*Increase vs. Prior Period*

Medical Financial Summary

$290,753	Inpatient Spend
133%	*Increase vs. Prior Period*
$144,869	Outpatient Spend
-4%	*Decrease vs. Prior Period*
$273,574	Professional & Clinic Spend
-7%	*Decrease vs. Prior Period*

Pharmacy Financial Summary

$76,720	Current Pharmacy Spend
-1%	*Decrease vs. Prior Period*
$45,014	Cost of Top 10 Medications
-3%	*Decrease vs. Prior Period*
59%	Cost of Top 10 Medications as % of Total
60%	*% of Total Spend in Prior Period*

Outpatient Facility

161	Emergency Room Visits/1000 Members
-17%	*Decrease vs. Prior Period*
448	Other Outpatient Visits/ 1000 Members
19%	*Increase vs. Prior Period*
609	Total Outpatient Visits/ 1000 Members
7%	*Increase vs. Prior Period*



Presented by Brown & Brown of Florida, Inc.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

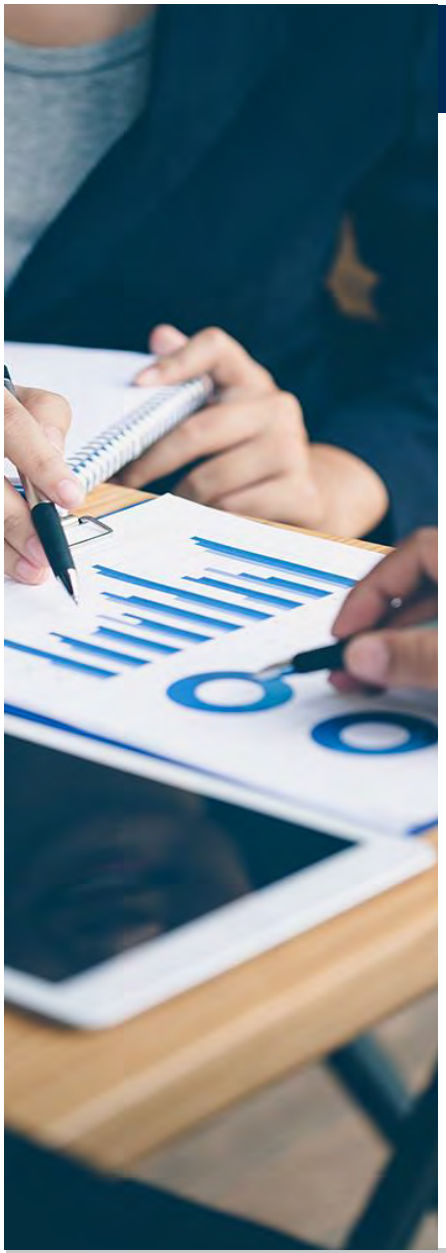


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UW PAID CLAIM DETAIL

Florida Health Care Plans
An Independent Licensee of the Blue Cross and Blue Shield Association

CITY OF HOLLY HILL

PERIOD: START 202007 END 202106

PAID

GRPID	SBGRP	MONTH	ENROLLMENT CONTRACTS	ENROLLMENT MEMBERS	PREMIUM PREMIUM	CAPITATION CAPITATED	CAPITATION CLINIC	CAPITATION TOTAL CAP	FEE FOR SERVICES CLAIMS IP	FEE FOR SERVICES CLAIMS OP	FEE FOR SERVICES CLAIMS PHYSICIAN	FEE FOR SERVICES CLAIMS OTHER	TOTAL MEDICAL	PHARMACY	GRAND TOTAL	MLR
ALL ALL ALL	ALL	202007	106	142	$ 78,966	$ 1,677	$ 11,408	$ 13,085	$ -	$ 15,975	$ 6,602	$ 3,851	$ 26,428	$ 7,048	$ 46,560	59.0
		202008	104	140	$ 78,003	$ 2,342	$ 13,947	$ 16,289	$ 3,191	$ 16,441	$ 25,410	$ 4,706	$ 49,748	$ 5,049	$ 71,086	91.1
		202009	107	146	$ 80,277	$ 1,209	$ 13,182	$ 14,391	$ -	$ 6,775	$ 5,064	$ 796	$ 12,635	$ 7,023	$ 34,050	42.4
		202010	106	145	$ 79,569	$ 1,442	$ 19,710	$ 21,152	$ (13,776)	$ 13,847	$ 5,955	$ 2,365	$ 8,391	$ 5,354	$ 34,897	43.9
		202011	106	142	$ 79,175	$ 1,689	$ 23,045	$ 24,735	$ 61,021	$ 5,055	$ 9,585	$ 3,487	$ 79,149	$ 7,364	$ 111,248	140.5
		202012	104	140	$ 77,912	$ 1,486	$ 23,466	$ 24,952	$ 50,729	$ 3,587	$ 12,351	$ 3,418	$ 70,085	$ 9,953	$ 104,990	134.8
		202101	105	142	$ 74,790	$ 470	$ 16,183	$ 16,653	$ 64,935	$ 16,566	$ 8,091	$ 2,043	$ 91,634	$ 3,282	$ 111,569	149.2
		202102	104	141	$ 73,999	$ 1,098	$ 13,288	$ 14,386	$ 48,565	$ 22,903	$ 5,892	$ 947	$ 78,307	$ 3,612	$ 96,305	130.1
		202103	104	141	$ 73,999	$ 2,583	$ 14,655	$ 17,238	$ 1,484	$ 11,480	$ 7,324	$ 1,403	$ 21,691	$ 7,821	$ 46,750	63.2
		202104	105	143	$ 74,317	$ 814	$ 7,104	$ 7,918	$ 74,604	$ 934	$ 9,083	$ 800	$ 85,420	$ 5,850	$ 99,187	133.5
		202105	107	145	$ 75,426	$ 1,449	$ 10,585	$ 12,035	$ -	$ 22,686	$ 8,506	$ 1,290	$ 32,482	$ 8,800	$ 53,316	70.7
		202106	109	148	$ 76,930	$ 841	$ 13,979	$ 14,820	$ -	$ 4,983	$ 10,012	$ 1,443	$ 16,438	$ 5,564	$ 36,822	47.9
GRAND TOTAL			**1,267**	**1,714**	**$ 923,362**	**$ 17,101**	**$ 180,553**	**$ 197,654**	**$ 290,753**	**$ 141,232**	**$ 113,874**	**$ 26,548**	**$ 572,407**	**$ 76,720**	**$ 846,781**	**91.7**
000066 T32 HMO	ALL	202007	13	18	$ 12,454	$ 324	$ 2,417	$ 2,741	$ -	$ 8,948	$ 731	$ 736	$ 10,415	$ 1,004	$ 14,160	113.7
		202008	12	17	$ 12,046	$ 292	$ 3,747	$ 4,038	$ (18,566)	$ 2,252	$ 1,127	$ 165	$ (15,022)	$ 1,142	$ (9,842)	-81.7
		202009	12	17	$ 12,046	$ 302	$ 2,909	$ 3,211	$ -	$ 83	$ 547	$ (229)	$ 401	$ 1,532	$ 5,144	42.7
		202010	12	17	$ 12,046	$ 140	$ 5,250	$ 5,390	$ (13,776)	$ 4,206	$ 2,846	$ 1,270	$ (5,453)	$ 1,787	$ 1,723	14.3
		202011	12	17	$ 12,046	$ 215	$ 4,924	$ 5,139	$ 61,021	$ 1,148	$ 3,701	$ 496	$ 66,366	$ 2,488	$ 73,993	614.2
		202012	12	17	$ 12,046	$ 353	$ 3,034	$ 3,386	$ 50,729	$ 3,587	$ 5,145	$ 788	$ 60,249	$ 1,260	$ 64,896	538.7
		202101	21	31	$ 20,596	$ 246	$ 5,197	$ 5,442	$ 37,924	$ 2,375	$ 4,974	$ 680	$ 45,952	$ 1,745	$ 53,139	258.0
		202102	20	30	$ 19,805	$ 442	$ 3,736	$ 4,179	$ 27,269	$ 19,482	$ 2,780	$ 209	$ 49,739	$ 2,593	$ 56,511	285.3
		202103	20	30	$ 19,805	$ 570	$ 2,187	$ 2,758	$ 1,484	$ 6,562	$ 3,214	$ 241	$ 11,501	$ 3,500	$ 17,758	89.7
		202104	19	29	$ 19,014	$ 592	$ 1,972	$ 2,564	$ -	$ 689	$ 1,886	$ 3	$ 2,579	$ 4,054	$ 9,198	48.4
		202105	19	29	$ 19,014	$ 815	$ 3,161	$ 3,976	$ -	$ 73	$ 2,051	$ 143	$ 2,266	$ 4,509	$ 10,752	56.5
		202106	19	29	$ 19,014	$ 873	$ 2,934	$ 3,807	$ -	$ -	$ 5,489	$ -	$ 5,489	$ 1,802	$ 11,098	58.4
GRAND TOTAL			**191**	**281**	**$ 189,936**	**$ 5,163**	**$ 41,468**	**$ 46,631**	**$ 146,085**	**$ 49,404**	**$ 34,490**	**$ 4,502**	**$ 234,482**	**$ 27,417**	**$ 308,529**	**162.4**
00H066 T95 POS	ALL	202007	54	73	$ 34,541	$ 786	$ 7,445	$ 8,231	$ -	$ 1,134	$ 3,453	$ 1,862	$ 6,449	$ 1,338	$ 16,018	46.4
		202008	53	72	$ 33,986	$ 1,213	$ 6,319	$ 7,532	$ -	$ 12,823	$ 7,657	$ 2,317	$ 22,797	$ 1,624	$ 31,952	94.0
		202009	56	78	$ 36,260	$ 463	$ 7,424	$ 7,887	$ -	$ 5,908	$ 2,391	$ 296	$ 8,595	$ 2,062	$ 18,544	51.1
		202010	56	78	$ 36,260	$ 810	$ 12,454	$ 13,264	$ -	$ (509)	$ 1,948	$ 954	$ 2,393	$ 2,695	$ 18,351	50.6
		202011	56	75	$ 35,866	$ 915	$ 11,115	$ 12,030	$ -	$ 3,152	$ 3,974	$ 1,611	$ 8,736	$ 2,216	$ 22,982	64.1
		202012	55	74	$ 35,312	$ 425	$ 14,486	$ 14,911	$ -	$ -	$ 4,324	$ 1,126	$ 5,451	$ 4,243	$ 24,604	69.7
		202101	84	111	$ 54,193	$ 213	$ 9,436	$ 9,649	$ -	$ 5,590	$ 2,439	$ 902	$ 8,932	$ 1,499	$ 20,080	37.1
		202102	84	111	$ 54,193	$ 655	$ 9,552	$ 10,207	$ 21,296	$ 3,421	$ 1,970	$ 653	$ 27,341	$ 1,019	$ 38,567	71.2
		202103	84	111	$ 54,193	$ 2,012	$ 12,468	$ 14,480	$ -	$ 3,355	$ 4,110	$ 1,162	$ 8,628	$ 4,321	$ 27,429	50.6
		202104	86	114	$ 55,303	$ 222	$ 5,132	$ 5,353	$ 74,604	$ 1,026	$ 7,196	$ 796	$ 83,622	$ 1,795	$ 90,771	164.1
		202105	88	116	$ 56,412	$ 634	$ 7,424	$ 8,058	$ -	$ 22,613	$ 6,175	$ 1,147	$ 29,935	$ 4,291	$ 42,284	75.0
		202106	90	119	$ 57,915	$ (32)	$ 11,045	$ 11,013	$ -	$ 4,983	$ 4,523	$ 1,443	$ 10,949	$ 3,762	$ 25,724	44.4
GRAND TOTAL			**846**	**1,132**	**$ 544,434**	**$ 8,316**	**$ 114,300**	**$ 122,616**	**$ 95,900**	**$ 63,497**	**$ 50,161**	**$ 14,270**	**$ 223,827**	**$ 30,865**	**$ 377,308**	**69.3**
00L066 T26 HMO	ALL	202007	39	51	$ 31,971	$ 567	$ 1,545	$ 2,113	$ -	$ 5,893	$ 2,418	$ 1,252	$ 9,564	$ 4,706	$ 16,382	51.2
		202008	39	51	$ 31,971	$ 838	$ 3,882	$ 4,719	$ 21,757	$ 1,366	$ 16,626	$ 2,223	$ 41,973	$ 2,283	$ 48,975	153.2
		202009	39	51	$ 31,971	$ 445	$ 2,849	$ 3,294	$ -	$ 784	$ 2,126	$ 729	$ 3,639	$ 3,429	$ 10,362	32.4
		202010	38	50	$ 31,263	$ 493	$ 2,006	$ 2,499	$ -	$ 10,149	$ 1,161	$ 141	$ 11,451	$ 872	$ 14,823	47.4
		202011	38	50	$ 31,263	$ 560	$ 7,006	$ 7,565	$ -	$ 755	$ 1,911	$ 1,381	$ 4,047	$ 2,661	$ 14,273	45.7
		202012	37	49	$ 30,554	$ 709	$ 5,946	$ 6,655	$ -	$ -	$ 2,882	$ 1,504	$ 4,385	$ 4,449	$ 15,490	50.7
		202101	-	-	$ -	$ 12	$ 1,550	$ 1,562	$ 27,011	$ 8,601	$ 678	$ 461	$ 36,751	$ 37	$ 38,350	0.0
		202102	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,142	$ 85	$ 1,227	$ -	$ 1,227	0.0
		202103	-	-	$ -	$ -	$ -	$ -	$ -	$ 1,563	$ -	$ -	$ 1,563	$ -	$ 1,563	0.0
		202104	-	-	$ -	$ -	$ -	$ -	$ -	$ (781)	$ -	$ -	$ (781)	$ -	$ (781)	0.0
		202105	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ 280	$ -	$ 280	$ -	$ 280	0.0
		202106	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
GRAND TOTAL			**230**	**302**	**$ 188,992**	**$ 3,623**	**$ 24,784**	**$ 28,407**	**$ 48,768**	**$ 28,331**	**$ 29,222**	**$ 7,776**	**$ 114,098**	**$ 18,437**	**$ 160,943**	**85.2%**

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

UW PAID MEMBER DETAIL

Florida Health Care Plans
An Independent Licensee of the Blue Cross and Blue Shield Association

CITY OF HOLLY HILL

	START	END
PERIOD:	202007	202106

PAID

			SUBSCRIBER COUNT				MEMBER COUNT			
GRPID	SBGRP	MONTH	EMP ONLY	EMP & SPOUSE	EMP & CHILDREN	FAMILY	EMP ONLY	EMP & SPOUSE	EMP & CHILDREN	FAMILY
ALL ALL ALL	ALL	202007	85	10	4	7	85	20	10	27
		202008	83	10	4	7	83	20	10	27
		202009	85	10	4	8	85	20	10	31
		202010	84	10	4	8	84	20	10	31
		202011	85	10	3	8	85	20	6	31
		202012	83	10	3	8	83	20	6	31
		202101	83	12	2	8	83	24	4	31
		202102	82	12	2	8	82	24	4	31
		202103	82	12	2	8	82	24	4	31
		202104	83	12	2	8	83	24	4	32
		202105	85	12	2	8	85	24	4	32
		202106	86	13	2	8	86	26	4	32
GRAND TOTAL			**1,006**	**133**	**34**	**94**	**1,006**	**266**	**76**	**367**
000066 T32 HMO	ALL	202007	9	3	-	1	9	6	-	3
		202008	8	3	-	1	8	6	-	3
		202009	8	3	-	1	8	6	-	3
		202010	8	3	-	1	8	6	-	3
		202011	8	3	-	1	8	6	-	3
		202012	8	3	-	1	8	6	-	3
		202101	15	4	-	2	15	8	-	8
		202102	14	4	-	2	14	8	-	8
		202103	14	4	-	2	14	8	-	8
		202104	13	4	-	2	13	8	-	8
		202105	13	4	-	2	13	8	-	8
		202106	13	4	-	2	13	8	-	8
GRAND TOTAL			**131**	**42**	**-**	**18**	**131**	**84**	**-**	**66**
00H066 T95 POS	ALL	202007	44	5	2	3	44	10	6	13
		202008	43	5	2	3	43	10	6	13
		202009	45	5	2	4	45	10	6	17
		202010	45	5	2	4	45	10	6	17
		202011	46	5	1	4	46	10	2	17
		202012	45	5	1	4	45	10	2	17
		202101	68	8	2	6	68	16	4	23
		202102	68	8	2	6	68	16	4	23
		202103	68	8	2	6	68	16	4	23
		202104	70	8	2	6	70	16	4	24
		202105	72	8	2	6	72	16	4	24
		202106	73	9	2	6	73	18	4	24
GRAND TOTAL			**687**	**79**	**22**	**58**	**687**	**158**	**52**	**235**
00L066 T26 HMO	ALL	202007	32	2	2	3	32	4	4	11
		202008	32	2	2	3	32	4	4	11
		202009	32	2	2	3	32	4	4	11
		202010	31	2	2	3	31	4	4	11
		202011	31	2	2	3	31	4	4	11
		202012	30	2	2	3	30	4	4	11
		202101	-	-	-	-	-	-	-	-
		202102	-	-	-	-	-	-	-	-
		202103	-	-	-	-	-	-	-	-
		202104	-	-	-	-	-	-	-	-
		202105	-	-	-	-	-	-	-	-
		202106	-	-	-	-	-	-	-	-
GRAND TOTAL			**188**	**12**	**12**	**18**	**188**	**24**	**24**	**66**

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

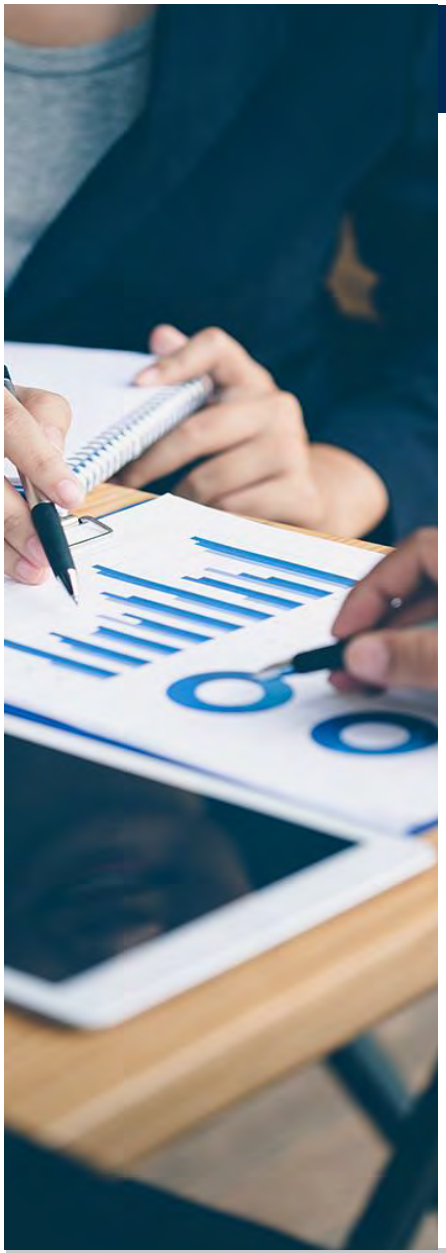


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Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

UTIL & COST KEY INDICATOR

Florida Health Care Plans
An Independent Licensee of the Blue Cross and Blue Shield Association

CITY OF HOLLY HILL

PAID	START	201907	202007
	END	202006	202106

	PERIOD 1	PERIOD 2	% (+/-)	DIFFERENCE
AVERAGE ENROLLMENT				
Subscribers	110	106	-4.0%	
Members	149	143	-4.0%	
ENROLLMENT MONTHS			(Decr)	
Subscribers	1,319	1,267	-4.0%	
Members	1,785	1,714	-4.0%	
PAYMENTS				
Inpatient Facility	$ 124,741	$ 290,753		
Outpatient Facility	$ 151,451	$ 144,869		
Total Facility	$ 276,192	$ 435,622		
Professional	$ 292,854	$ 273,574		
Capitation	$ 19,829	$ 17,101		
Other (DME, MedInj, Ambulance, etc.)	$ 40,196	$ 43,764		
Pharmacy	$ 77,151	$ 76,720		
GRAND TOTAL	**$ 706,222**	**$ 846,781**		
PAYMENTS PMPM				
Inpatient Facility	$ 69.87	$ 169.60	142.7%	$ 99.73
Outpatient Facility	$ 84.83	$ 84.50	-0.4%	$ (0.33)
TOTAL FACILITY	$ 154.70	$ 254.10	64.3%	$ 99.40
Professional	$ 164.04	$ 159.58	-2.7%	$ (4.46)
Capitation	$ 11.11	$ 9.98	-10.2%	$ (1.13)
Other (DME, MedInj, Ambulance, etc.)	$ 22.52	$ 25.53	13.4%	$ 3.01
Pharmacy	$ 43.21	$ 44.75	3.6%	$ 1.54
TOTAL PROFESSIONAL	**$ 395.58**	**$ 493.94**	**24.9%**	**$ 98.36**
OTHER KEY PAYMENT INDICATORS:				
Inpatient Payments Per Day	$ 2,654.07	$ 2,850.52	7.4%	$ 196.45
Inpatient Payments Per Admission	$ 12,474.13	$ 22,365.59	79.3%	$ 9,891.46
Outpatient Payments/Visit	$ 1,781.78	$ 1,665.16	-6.5%	$ (116.62)
Professional Payments/Procedure	$ 131.38	$ 130.71	-0.5%	$ (0.67)
Pharmacy Payments/Script	$ 45.25	$ 49.56	9.5%	$ 4.31
INPATIENT FACILITY				
Inpatient Days/1000 Members	242	357	47.5%	$ 115.01
Inpatient Admissions/1000 Members	60	77	27.3%	$ 16.50
Average Length of Inpatient Stay	4.00	4.64	15.9%	$ 0.64
SNF Days/1000 Members	74	357	382.8%	$ 283.05
SNF Admissions/1000 Members	7	14	108.3%	$ 7.28
Average Length of SNF Stay	11.00	25.50	131.8%	$ 14.50
OUTPATIENT FACILITY				
Emer. Rm Visits/1000 Members	195	161	-17.4%	$ (33.93)
Other Outpatient Visits/1000 Members	376	448	19.0%	$ 71.57
Total Outpatient Visits/1000 Members	571	609	6.6%	$ 37.64
PHYSICIAN				
Professional Services/1000 Members	12,280	11,424	-7.0%	$ (856.79)

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

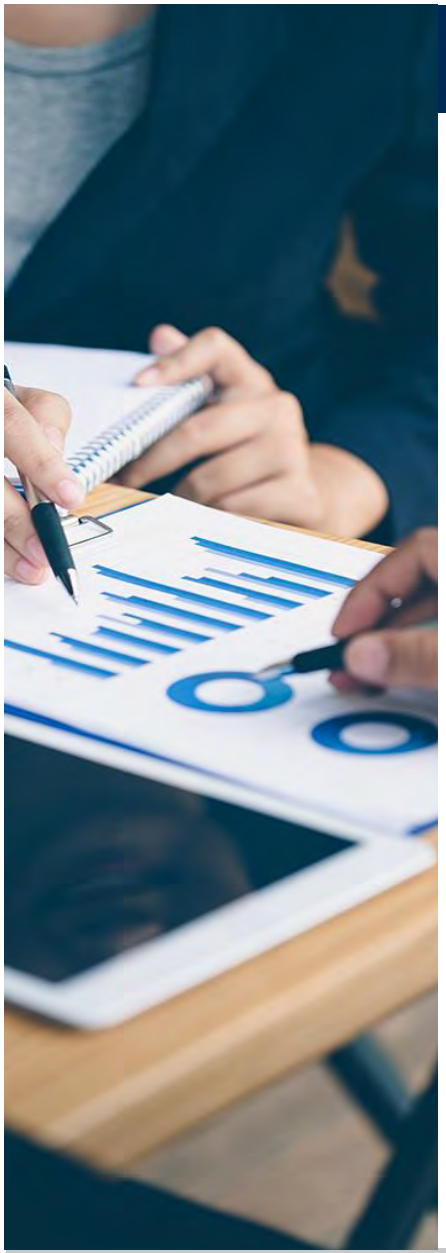


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1 Executive Summary

2 Monthly Claims & Enrollment

3 Key Indicators

4 High Cost Medications

5 Large Claim Summary

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

RX TOP 10

Florida Health Care Plans
An Independent Licensee of the Blue Cross and Blue Shield Association

CITY OF HOLLY HILL

START	202007
END	202106

ORDER	DRUGNAME	SCRIPT COUNT	PAID
1	BYDUREON	13	$ 12,961
2	ELIQUIS	11	$ 6,001
3	NOVOLOG	19	$ 5,027
4	XARELTO	4	$ 4,016
5	VRAYLAR	6	$ 4,008
6	QTERN	3	$ 3,226
7	INCRUSE ELLIPTA	18	$ 2,752
8	TESTOSTERONE	14	$ 2,501
9	TRESIBA	7	$ 2,485
10	AMITIZA	10	$ 2,037

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

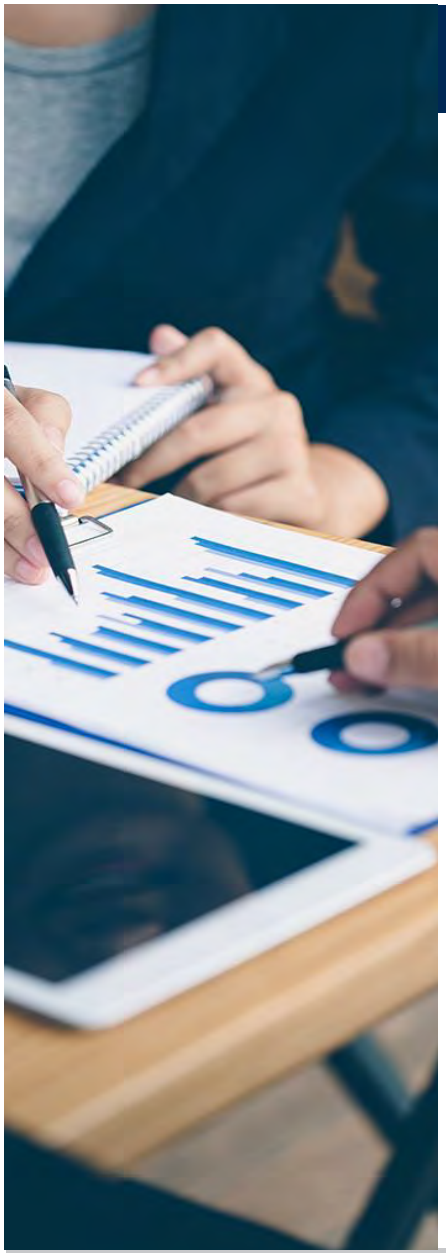


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CITY OF HOLLY HILL

LARGE CLAIMANT DETAIL

START 202007
END 202106

NBR	RELCD	DIAG DESC	IP	OP	PROF	OTHER	RX	TOTAL
1	Spouse	Sepsis due to Methicillin susceptible Staphylococcus aureus	162,681	19,456	24,148	2,663	3,150	212,097
2	Self	SPINAL STENOSIS, LUMBAR REGION WITHOUT NEUROGENIC CLAUDICATION	68,072	1,000	19,701	1,671	4,308	94,751
3	Self	Other specified sepsis	27,011	26	3,545	802	7,217	38,601
4	Self	Achalasia of cardia	21,757	2,559	12,190	1,111	-	37,616
5	Self	Unilateral primary osteoarthritis, right hip	22,952	201	4,759	32	34	27,978
6	Self	Dvtrcli of lg int w/o perforation or abscess w/o bleeding	21,296	-	2,963	1,515	193	25,967

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Additional reports include but are not limited to:

Benefits Plan Budgeting & Analysis

Employer vs. Employee contribution modeling

Examine compensation to ensure life/disability offerings provide desired suitability to group

Evaluate plan design versus industry and regional benchmarks

Benchmark employee calculation methodology for budgetary and philosophical suitability to group (combination of clients' employee retention goals & adherence to affordability)

		2016 - Current Contribution Strategy			2017 - Defined Contribution w/ projected 5% Renewal		
Tier	Enrollment	Current Premium	EE Monthly Contributions	ER Monthly Contribution	Projected Premium	EE Monthly Contributions	ER Monthly Contribution
Employee Only	60	$575	$65	$510	$604	$54	$550
Employee + Spouse	50	$1,250	$400	$850	$1,313	$763	$550
Employee + Child(ren)	30	$1,175	$300	$875	$1,234	$684	$550
Employee + Family	14	$1,775	$525	$1,250	$1,864	$1,314	$550
Monthly Total	154	$157,100	$40,250	$116,850	$164,955	$80,255	$84,700
Annual Total		$1,885,200	$483,000	$1,402,200	$1,979,460	$963,060	$1,016,400
ER Savings						$480,060	($385,800)

SAMPLE

Health & Wellness

Health Clinic Cost vs. Utilization (pictured below)

Population Risk Management

Wellness Tracking & ROI Reporting

Employee Survey Results

Health Clinic Utilization YOY

Total Services

2015	
Office Procedures	592
Radiology	154
Lab and Rapid Tests	2418
E&M Services	2274
Total	5438

Total Paid

2015	Billed Amt
Office Procedures	$23,986.41
Radiology	$11,201.17
Lab and Rapid Tests	$233,007.51
E&M Services	$494,275.87
Total	$762,471
Clinic Cost	$240,000
Annual Savings	$522,471

2016		Δ from 2015
Office Procedures	549	-7%
Radiology	219	42%
Lab and Rapid Tests	2475	2%
E&M Services	1781	-22%
Total	5024	-8%

2016	Billed Amt	Δ from 2015
Office Procedures	$18,052.36	-25%
Radiology	$7,715.86	-31%
Lab and Rapid Tests	$249,514.39	7%
E&M Services	$368,172.20	-26%
Total	$643,455	-16%
Clinic Cost	$240,000	
Annual Savings	$403,455	

SAMPLE

Network utilization

PPO vs. HMO utilization

Utilization by Provider

- PCP visits
- Inpatient Hospital
- RX

Claims Lag Analysis to identify issues with the auto-adjudication of claims

Examine plan performance in terms of general utilization and high-cost claimants to project future claim expense

- Claims Re-pricing & Forecasting Analysis to identify best-in-class networks & discounts for our clients

Network Disruption Analysis

- (Top 25, 50, or 100 Providers (dependent on size of group)
- Aggregate provider disruption

Accessibility Analysis

- Based on geo-access standards (e.g. the average distance to a choice of providers

Claim Re-pricing

- Applying a prospective carriers negotiated fees & discounts to historical Diagnosis & Procedure codes to estimate what your historical claims could have been under a different administrator or network, re-pricing summary of results illustrated below.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Financial Impact of Various Retention Levels Reporting -Annual

Deductible, Maximum Out-of-Pocket, & Co-pay Report

- These reports allow our strategists to identify the best plans for your population, which often will lead to bottom line savings for fully insured or self-funded medical clients

Renewal Underwriting

Review loss ratios on a per-plan basis

Develop independent renewal calculation to evaluate accuracy of carrier conclusions

Plan Renewal Analysis Report – shows you're pooling level and amount of claims over that level. If no claims are over this level we need to look at lowering your pooling level to help offset any renewal increase.

Premium vs Claims Expense Reports (Monthly/Quarterly)

Large Claim Report– Semi-Annual or Annual

Show claimants over a specified amount ($25,000 or $50,000), including diagnosis Leading Diagnosis Analysis

- This will often identify target risk segments to assert health and wellness initiatives.

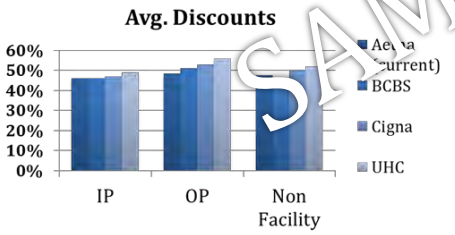
Claim Stratification Review (by size of payment) to identify the amount of high cost claimants driving renewal

Pharmacy & Pharmacy Benefit Manager Reports - Quarterly

- Prescription claim usage by tier
- Prescription claim usage by utilization
- Pharmacy vendor savings & rebates
- PBM Price Audit – guaranteeing the contract is out-performing the negotiated guarantees
- PBM Marketing – including B&B Pharmacy Coalition pricing
  - Financial Analysis
  - Contracts Review
  - Rx Disruption Analysis

Re-pricing Results - UHC

Type of Service	Total Submitted Charges	Charges Not Processed	INN (Par Providers) Charges	INN (Par Providers) Allowed	Discount %	OON (Non Par Providers) Charges	OON (Non Par Providers) Allowed	Discount %	Total (All Providers) Charges	Total (All Providers) Allowed	Discount %
Inpatient	3,815,000	75,000	3,740,000	1,890,000	51.2%	17,500	12,500	28.6%	3,757,500	1,902,500	49.
Outpatient	7,516,000	215,000	7,301,000	3,085,000	57.7%	175,000	135,000	22.9%	7,476,000	3,220,000	56.
Non-Facility	9,950,700	670,000	9,280,700	4,375,000	52.9%	23,000	9,000	61%	9,496,700	4,554,000	52.
Total	21,281,700	960,000	20,321,700	9,350,000	54.0%	408,000	326,000	20.1%	20,730,200	9,676,500	53.





Out-of-Pocket Expenditure

Deductible - Medical 2015 YTD (Jan 2015-Sep 2015) Employee Deductibles Paid ($500 Per Person)		
Deductible	# of Claimants	% of Total
$0	62	17%
$1-$100	47	13%
$101-$250	50	14%
$251-$499	56	16%
$500	124	34%
$500+	18	5%
Total	357	100%

Out of Pocket Maximum - Medical 2015 YTD (Jan 2015-Sep 2015) Medical Out-of-Pocket Total		
Amount	# of Claimants	% of Total
$0	51	14%
$1-$500	155	44%
$501-$1,000	96	27%
$1,001-$1,499	22	6%
$1,500	16	4%
$1,501-$1,999	14	4%
$2,000+	2	1%
Total	356	100%

Average Deductible Paid per Claimant	$294
Total Deductibles Paid	$104,979
Average Coinsurance Paid per Claimant	$161
Total Coinsurance Paid	$57,505

Average Copays Paid per Claimant	$34
Total Copays Paid	$12,058
Average Medical Out of Pocket Paid by an Er	$490
Total Medical Out of Pocket Paid	$174,542

Claim Stratification Review

Payment Category	Number of Claimants	% Claimants	Payments	% Payments
Total	1,581	100.0%	$4,017,530	100.0%
<$.01	4	0.3%	$0	0.0%
$.01-$99	211	13.3%	$11,716	0.3%
$100-$500	522	33.0%	$141,014	3.5%
$500-$2,499	561	35.5%	$638,851	15.9%
$2,500-$4,999	121	7.7%	$423,186	10.5%
$5,000-$9,999	76	4.8%	$548,689	13.7%
$10,000-$14,999	23	1.1%	$399,936	10.0%
$15,000-$19,999	22	1.4%	$382,132	9.5%
$20,000-$24,999	5	0.4%	$136,344	3.4%
$25,000-$29,999	6	0.4%	$163,891	4.1%
$30,000-$39,999	9	0.6%	$302,285	7.5%
$40,000-$49,999	4	0.3%	$176,513	4.4%
$50,000-$74,999	2	0.1%	$121,104	3.0%
$75,000-$99,999	1	0.1%	$88,786	2.2%
$125,000-$149,999	1	0.1%	$141,549	3.5%
$150,000-$174,999	1	0.1%	$157,208	3.9%

SAMPLE
SAMPLE
SAMPLE

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Executive Summary of Medical & Prescription Drug Coverage
Example

	Example		Example	
Vendor	**Health First Health Plans**	**Health First Health Plans**	**Cigna**	**Cigna**
Plan Name	HMO 6017	POS 6185	Silver Plan	Gold Plan
Plan Type	HMO	POS	PPO	PPO
Plan Details	**In-Network**	**In-Network**	**In-Network**	**In-Network**
	Single / Family	**Single / Family**	***Single / Family***	***Single / Family***
Plan Deductible:	$1,000 * / $2,000 *	$1,500 * / $3,000 *	$1,750 / $3,500	$2,500 * / $5,000 *
Coinsurance:	20%	20%	20%	20%
Maximum Out-of-Pocket:	$3,000 / $6,000	$3,000 / $6,000	$4,500 / $9,000	$5,500 / $11,000
(Includes Deductible, Copay, Rx)	Yes, Yes, Yes	Yes, Yes, Yes	Yes, Yes, Yes	Yes, Yes, Yes
Physician Services				
Office Visit Copay:	$15	$20	$30	Tier 1: $30 | Non-Tier: $45
Specialist Copay:	$30	$40	$50	Tier 1: $50 | Non-Tier: $75
Hospital / Emergency Services				
Inpatient Hospital Per Admission Copay:	Deductible + Coinsurance	$250 (Days 1 - 5), $0 (Days 6+)	$600 + Deductible + Coinsurance	$900 + Deductible + Coinsurance
Emergency Room Copay Per Visit:	$250 (1st), $350 (2nd), $450 (3rd+)	Deductible + Coinsurance	$300 + Deductible + Coinsurance	$450 + Deductible + Coinsurance
Urgent Care Copay:	$50	$50	$50	$75
Outpatient Surgical Facility Copay:	Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance
Diagnostic Services				
Lab, X-Ray & Diagnostics Outpatient:	$0 (Lab), Ded + Coins (X-rays)	$0 (Lab), Ded + Coins (X-rays)	Not Disclosed	Not Disclosed
Advanced Imaging Services:	Deductible + Coinsurance	$250	Not Disclosed	Not Disclosed
Prescription Drug				
Deductible:	N/A	N/A	N/A	N/A
Pref. Generic/Pref. Brand/Non-Pref. Brand	$2 | $45 | $90	$2 | $45 | $90	$20 | $50 | $125	$20 | $50 | $125
Pref. Specialty/Non-Pref. Specialty	20%	20%	Not Disclosed	Not Disclosed
Mail Order Prescription (90 Day Supply):	2x's Copay	2x's Copay	2x's Copay	2x's Copay
	HMO 6017	**POS 6185**	**Silver Plan**	**Gold Plan**
Monthly Employee Contributions				
Employee Only	$0.00	$284.42	$106.67	$132.67
Employee + One	$228.00	$814.84	$443.87	$523.87
Employee + Child(ren)	$228.00	$814.84	$278.27	$325.27
Employee + Family	$228.00	$814.84	$561.47	$651.47

Notes:

*$500 deductible credit with wellness program

*Up to $1,000 credit with wellness program.
** Tobacco-user surcharge of $50 per month may apply.
*** Spousal surcharge of $250 per month may apply.

Brown & Brown performs quarterly presentations to City Council and/or City Administration at workshops for several of our public entity clients. We like to include benchmarking reports, s that Council can compare their City's benefit plan to other local Cities and Cities throughout the state.

We typically include claims by spend category for the more recent 12 months comparing to the prior 12 months (sam time period), current large claims vs historical large claims, recent pharmac reports vs past trends, and various utili zation by category.

Brown & Brown understands large claim impact by taking a deep dive int the current large claims and gathering detailed data from the insurance carrie and client on prognosis and further treatments. We typically run ad hoc and customized reports, as well, based on what the particular City Council an or Administration is looking for at eac meeting.

We review wellness initiatives and data to support participation, ROI, and trends and use this data to drive discussion around future initiatives. For our clients with HSA/HRA plans, we like to review current employer funding/contributions and discuss future initiatives to implement to help employees build these accounts and measure how participation in the initiatives has driven down claims cost. We find presenting data on a regular basis throughout the year has helped City Councils make informed decisions about budget and the benefit plan renewals without feeling rushed to make decision just at renewal time.

Our government clients have appreciated the education we provide throughout the year, especially when considering other funding options, which take time to understand. Providing this data has helped our government clients budget appropriately when transitioning into self-funded or consortium plans. We have found that we can typically get approval for renewals earlier, thus leaving plenty of time for open enrollment education and meetings and helping the employees through this transition.

The risk management division likely can't be matched within the state of Florida. We tailor the quarterly reports, monthly budget reports and benchmarking to the concerns of The City of Holly Hill. We can provide ad-hoc reporting and we provide vital insight on the claims experience and utilization to ensure a long-term sustainable health and welfare plan.

We feel that this experience we have brought to the City of Holly Hill for the last 15 years is a significant contributing factor in the success of the City's Health and Welfare Plans. The City of Holly Hill has enjoyed some of the lowest trends amongst your peers and the plans have required very few increases over the years to the City and to the employees. In fact, the last 2 years, Brown & Brown has negotiated flat renewals on the City's behalf. We are in a unique position amongst our peers to have this local public entity experience, but also national public entity experience and additional resources that other local or regional brokers do not have the ability to provide.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

It is a requirement of the City to award the contract to a vendor that offers an interactive website that would allow employees the ability to research the status of their claims on the internet, research information such as Preferred Drug Lists, search provider directories, etc.

All carriers who provided quotes for the City of Holly Hill have interactive websites, which allow employees the ability to research claims status, EOB's, find providers and research medications. Each carrier has a specific member portal where all of this information can be accessed by employees. Please find information on each carrier's member portal:

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

FHC Response

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

FHCP MEMBER PORTAL

SIGN-UP INSTRUCTIONS

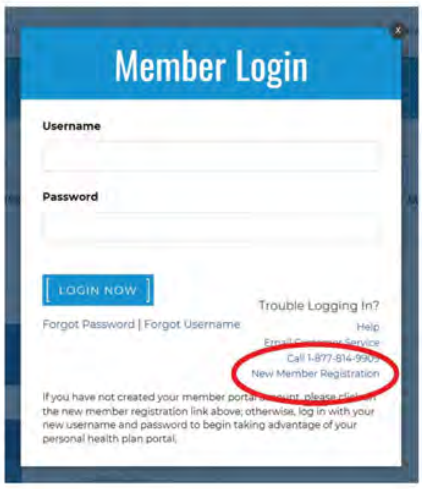
Florida Health Care Plans

1 VISIT FHCP.COM AND CLICK THE "MEMBER PORTAL" BUTTON ON THE TOP.



OR YOU CAN LOOK FOR THIS BUTTON AROUND THE SITE: [MEMBER LOGIN]

2



NEXT, YOU WILL SEE THIS POP-UP. BE SURE TO CLICK "**NEW MEMBER REGISTRATION**" TO CREATE YOUR NEW ACCOUNT. ALL MEMBERS WILL NEED TO CREATE A NEW ACCOUNT WITH FHCP TO LOGIN.

YOU WILL NEED YOUR FHCP MEMBER ID NUMBER TO CREATE YOUR ACCOUNT

ONCE YOU FOLLOW THE STEPS, YOU WILL RECEIVE AN EMAIL TO CONFIRM. YOU WILL NOW BE ACTIVATED AND ABLE TO USE YOUR ACCOUNT!

TIPS

- USE ONLY SUPPORTED BROWSERS (UPDATED FIREFOX, CHROME, SAFARI AND INTERNET EXPLORER)
- JOT YOUR USER NAME AND PASSWORD DOWN AND KEEP IT IN A SAFE LOCATION

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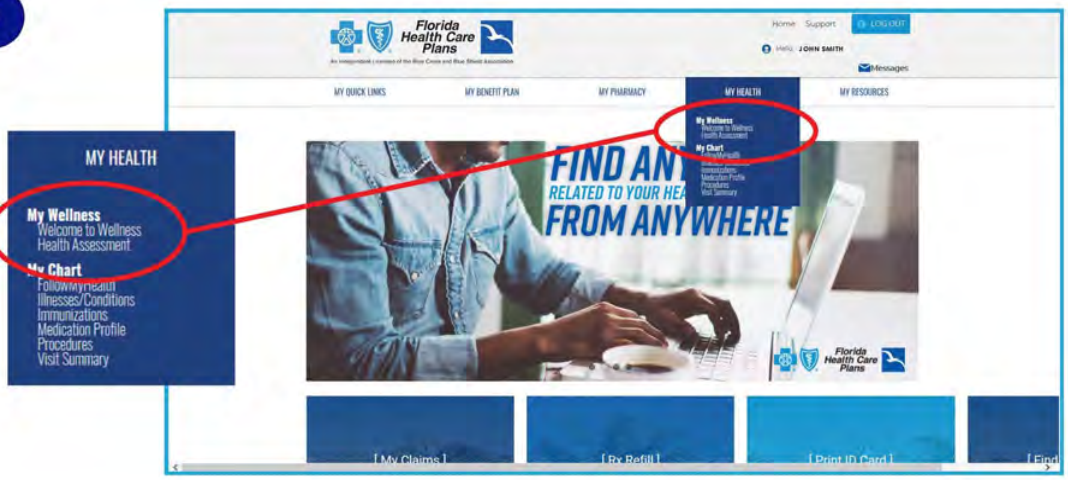
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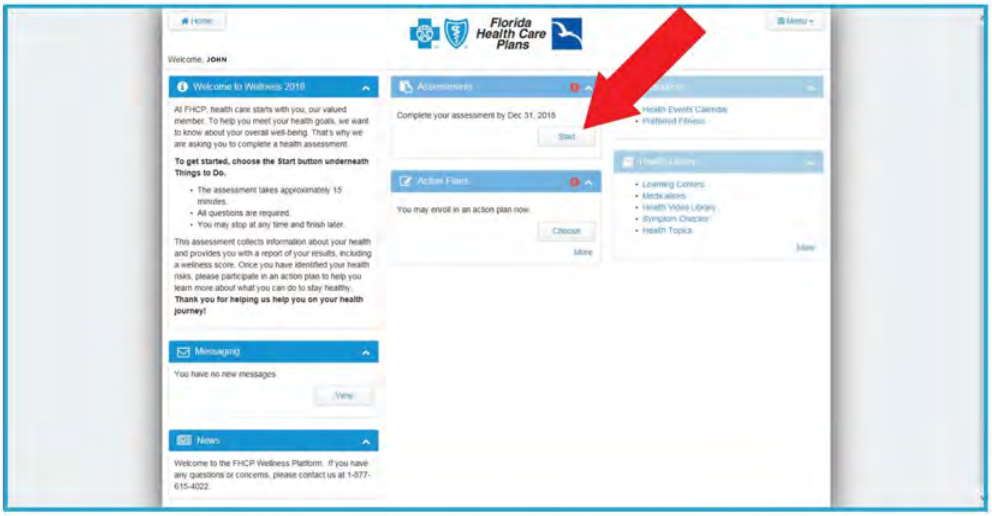
Florida Health Care Plans

An Independent Licensee of the Blue Cross and Blue Shield Association

3 IN **MY HEALTH**, ENTER **WELCOME TO WELLNESS** UNDER **MY WELLNESS**



4 TAKE TIME TO EXPLORE THE MANY FEATURES **WELCOME TO WELLNESS** HAS TO OFFER! YOU WILL SEE OPTIONS LIKE A FREE **HEALTH ASSESSMENT**, A STATE-OF-THE-ART **SYMPTOM CHECKER**, A ROBUST **HEALTH VIDEO LIBRARY**, **MEDICATIONS LIST** AND MUCH MORE!



Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

WHERE TO GO
WHEN YOU NEED MEDICAL ATTENTION

Your Primary Care Physician (PCP) office is your Medical Home and is the first place to call with any health care needs and questions. Your physician has your history and is often able to help you.

PRIMARY CARE PHYSICIAN



Reasons to see your Primary Care Physician include:

Chronic Conditions like:
- Hypertension/High Blood Pressure
- Diabetes/High Blood Sugar
- High Lipids/Cholesterol
- Heart Disease
- Arthritis
- Depression

Acute Conditions like:
- Headache and/or fever
- Urinary tract infection
- Minor injuries
- Low back pain

Coordination of Care
- After Hospital, Skilled Nursing Home or Home Health Discharge
- After ER Evaluation

Benefits of visiting PCP
- Low copay for most plans
- Medical history is available
- Established relationship with your physician and clinical staff

DOCTOR ON DEMAND



Reasons to use a video visit with a physician include:

- Cough, cold or flu
- Minor strains & sprains
- Bronchitis & sinus infection
- Skin & eye issues
- Upset stomach
- Urinary tract/bladder infections
- Rashes
- Pediatric issues
- Psychological issues
- Visit with a licensed therapist

Benefits of using Doctor On Demand:

- Low copay and 24/7 hours
- Board certified physicians
- Licensed psychologists
- Use smartphone or tablet
- Available throughout U.S.
- Use when PCP/EHCC are unavailable to you

Download the app from the App Store on your smartphone or tablet today!

EXTENDED HOURS CARE CENTERS



Reasons to visit an EHCC include:

- Acute minor trauma
- Cough, cold or flu
- Strains & sprains
- Minor allergic reactions
- Immunizations
- Low back pain
- Placement of stitches for a cut/laceration
- Removal of stitches
- Urinary tract/bladder infections

Benefits of visiting an EHCC:

- Multiple locations in Volusia and Flagler Counties with physicians and advanced practitioners
- WorkForce Wellness rider is accepted
- Same-day appointments
- Shorter wait time
- Significant savings over ER

If your local FHCP Extended Hours Care Center is closed, please consider visiting the nearest FHCP participating Urgent Care Center.

EMERGENCY ROOM



Reasons to visit the Emergency Room include:

- Any life-threatening emergency
- Any severe illness or injury
- Unresponsiveness
- Chest pain
- Weakness on one side
- Inability to speak
- Spine or head injury
- Mental status change
- Difficulty breathing
- Uncontrolled bleeding
- Poisoning

Florida Health Care Plans

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

UHC / Benecon Response

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

We are committed to providing tools and information that is transparent, relevant, accessible and timely. The member portal is the starting point for members to access the tools and information specific to their plan. For example, a user might click on the "Cost Estimates" field for price and quality transparency while another user might click on "Manage Your Health Savings Account" to assess their health care spending. These are two examples of the many transparency tools we have available 24 hours a day, seven days a week, on myuhc.com. myuhc.com supports and engages members with information that can help them take charge of their health plan, evaluate the cost and quality of the care they receive and make informed decisions around health care options. Our mobile app extends the reach of these decision support and budget management tools to mobile members using the same myuhc.com HealthSafe ID username and password.

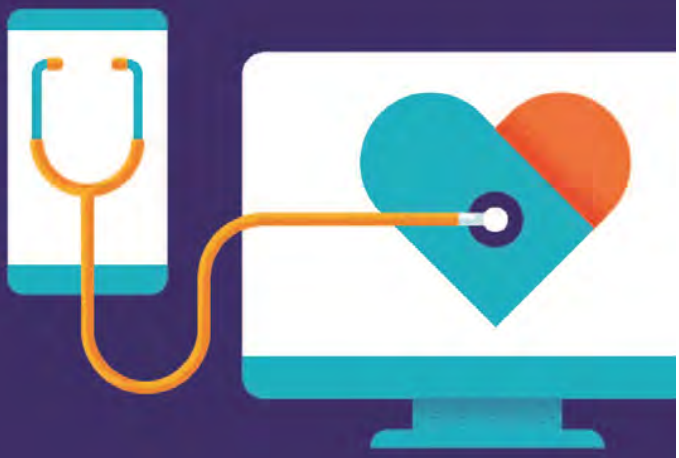
Once registered, the tools display information specific to that member's plan design and benefit options and work together to:

- Ensure cost and quality information is readily available
- Provide cost estimation services with synchronized support available through customer service and our clinical support teams
- Encourage members to become activated and confident; to be informed and empowered managers of their health, the quality of health care they receive and their health care expenditures
- Our transparency tools are designed to help members:
- Print a temporary ID card or request a new one on myuhc.com
- Access ID cards via the mobile app to view and share via email or fax to providers at the point of service
- Learn more about benefits and coverage
- Connect to someone who can answer benefits or care questions
- Manage claims
    - Find out how each claim was processed
    - Note claims to watch
    - Add personalized notes
    - Pay claims online
    - Print claim forms
- Find a provider or facility based on personal preferences and cost and quality evaluation (and send the provider's information directly to a text-enabled cell phone)
- Access the 24/7 Virtual Visit network for non-emergent care
- Estimate treatment costs and evaluate treatment options based on medical condition or the procedure needed, personal preferences and quality evaluation.
- Manage prescriptions and access pharmacy tools via the Pharmacies & Prescriptions tab (features depend on plan design).

Please visit our demo site at www.welcometomyuhc.com for a hands-on feel of the dynamic tools we have designed to inform and engage members in their health care and health care cost management.

The mobile app uses the same information that personalizes the member experience when they log onto myuhc.com. Whether accessing decision support tools on myuhc.com or the mobile app, results are relevant to the member. Our members appreciate the user-friendly interface and personalized results that get them to the information they need quickly no matter where they are.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



Activate your myuhc.com account

Put your health plan at your fingertips

Get the most out of your benefits

Your personalized website, **myuhc.com®**, features tools designed to help you:

- **Find, price and save on care**—you can save with Virtual Visits* and other tools. You can save an average of 36%[1] when you compare costs for providers and services
- **Get care from anywhere** with Virtual Visits. A doctor can diagnose common conditions by phone or video 24/7
- **Understand your benefits** and the financial impact of care decisions
- **Find tailored recommendations** regarding providers, products and services. You can even generate an out-of-pocket estimate based on your specific health plan status
- **Access claim details,** plan balances and your health plan ID card quickly
- **Follow through on clinical recommendations** and access wellness programs
- **Order prescription refills,** get estimates and compare medication pricing**
- **Check your plan balances,** access financial accounts and more

Download the UnitedHealthcare® app

It's perfect for on-the-go access, help finding a nearby doctor and more.

*Virtual Visits phone and video chat with a doctor are not an insurance product, health care provider or a health plan. Unless otherwise required, benefits are available only when services are delivered through a Designated Virtual Network Provider. Virtual Visits are not intended to address emergency or life threatening medical conditions and should not be used in those circumstances. Services may not be available at all times, or in all locations, or for all members. Check your benefit plan to determine if these services are available.

**Available only for insured plans and self-funded plans with Optum Rx integrated pharmacy benefits.

continued

United Healthcare

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Activation is quick

1. Go to myuhc.com > **Register Now**
2. Fill out the required fields and create your username/password
3. Enter your contact information and security questions
4. Agree to the website's policies and be sure to opt-in for email updates. We promise you'll only see our name in your inbox with relevant news and wellness updates

Get started at myuhc.com

United Healthcare

[1] UnitedHealthcare Internal Claims Analysis, 2019.

All UnitedHealthcare members can access a cost estimate online or on the mobile app. None of the cost estimates are intended to be a guarantee of your costs or benefits. Your actual costs may vary. When accessing a cost estimate, please refer to the Website or Mobile application terms of use under Find Care & Costs section.

The UnitedHealthcare® app is available for download for iPhone® or Android®. iPhone is a registered trademark of Apple, Inc. Android is a registered trademark of Google LLC.

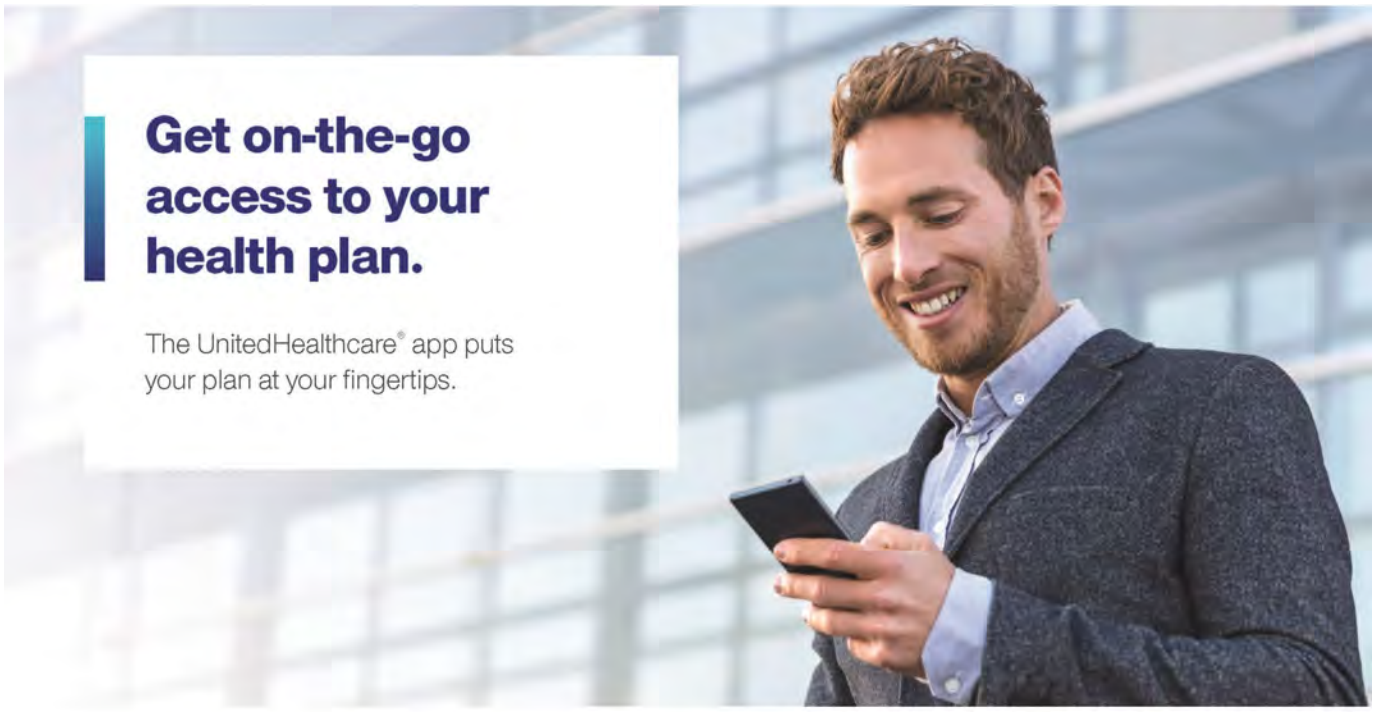
Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services, Inc. or their affiliates.

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Proposers are encouraged to include performance guarantees, implementation guarantees, service guarantees and network.

United Health Care



The app has you covered.

When you're out and about, you can do everything from managing your plan to getting convenient care. Just download the app to:

- Find nearby care options in your network.
- Estimate costs.
- Video chat with a doctor 24/7.
- View and share your health plan ID card.
- See your claim details and view progress toward your deductible.



Get the app and log on with Touch ID®.

The UnitedHealthcare app is available for download for iPhone® or Android™.

GET IT ON Google Play

Download on the App Store

Apple, App Store, iPhone, Touch ID and the Apple logo are trademarks of Apple Inc., registered in the U.S. and other countries. Android is a trademark of Google LLC. Google Play and the Google Play logo are registered trademarks of Google Inc.

Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services, Inc. or their affiliates.

Virtual Visits are not an insurance product, health care provider or a health plan. Unless otherwise required, benefits are available only when services are delivered through a Designated Virtual Network Provider. Virtual Visits are not intended to address emergency or life-threatening medical conditions and should not be used in those circumstances. Services may not be available at all times or in all locations.

*Data rates may apply.

Facebook.com/UnitedHealthcare Twitter.com/UHC Instagram.com/UnitedHealthcare YouTube.com/UnitedHealthcare

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Humana Response

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Member Portal Details:

Our website, Humana.com, is designed to provide members with the tools and information they need to manage their health benefits and educate themselves on a wealth of health conditions and services available through Humana. Through their personalized MyHumana online dashboard, members can access:

Administrative functions

- Access claim history, benefits summaries, and eligibility verification

- View an online electronic version of a medical Explanation of Benefits (eEOB)

- Request replacement ID cards and view a PDF of ID card

- View Certificate of Coverage

- Communicate with a Customer Care specialist in real-time with our messaging feature

- Utilize a multitude of pharmacy tools: order prescriptions, look up drug coverage, estimate prices, search for lower-cost drug equivalents, find a pharmacy, and research drug interactions

- Find a physician, hospital, dentist, pharmacy, and alternative medicine providers

- Find a vision discount provider

- View doctor disciplinary records and hospital reports cards, and estimate procedure costs

- Select communications to receive from Humana and the format to receive them in (email or paper); includes signing up to receive electronic EOB communications

- Schedule radiology diagnostic testing via the radiology support service provided through HealthHelp

Health and wellness resources

- Take an online dynamic health assessment

- Maintain a personal health record to share with physicians, if they wish

- Use specific condition centers for education, including health management quizzes, calculators, and assessments (available to all members); also offers additional centers tailored to specific employers or groups of members

- Access health library and guides from trusted resources, including Healthwise

- Access information about programs available to all members, as well as those tailored to specific groups of members, through links to health and wellness sites

• Financial functions and decision tools

- Compare the quality and cost of local hospitals, providers, and outpatient facilities across a spectrum of conditions and procedures

- Access financial tools to assist with health expense planning, as well as to provide summary-level information on healthcare spending: Estimate My Health Care Costs

- Utilize the Rx Calculator to determine how much has been spent on prescriptions and how much will be spent based on current benefits

- Compare cost of a drug at different pharmacies benefits

- View current benefits, amounts applied toward deductibles, current total of out-of-pocket costs, and copayment history (medical and prescription drug)

- Access the “Savings Center” for health and wellness savings, a vision discount program, and medications savings, giving members opportunities to save on healthy living solutions

- View a year-to-date summary of healthcare spending

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

The City is requesting the Agent of Record to include an on-line enrollment and electronic administration of the City's benefit programs, all proposers must have technological capacity to transmit and accept eligibility files from your proposing system, and demonstrate security measures in place to protect sensitive data.

Currently, Brown & Brown has implemented Plansource as The City of Holly Hill's free Benefit Administration/Online Enrollment platform. Brown & Brown updates this system each year before open enrollment with any plan and rate changes and sets up and tests the appropriate carrier file feeds. We provide ongoing support to The City for this system throughout the year. We are happy to continue to provide this system to the City at no cost. Should the City ever have the desire to change to one of our other supported Benefit Administration/Online Enrollment Systems, we will continue to offer these services at no cost to the City.

Benefit Admin Systems:

Regarding Benefits Technology, we understand the landscape is constantly evolving which is why we have an entire Brown & Brown team dedicated to employee benefit technology and platforms. We recently completed an RFP of over 60 HRIS and Benefit Administration technology platforms and have selected four as our preferred vendors.

We build and maintain these preferred vendors systems in house so there can be more flexibility with adjustments that need to be made, assured of the accuracy of the systems and an expedited EDI file feed process can occur. All of our preferred vendors have employee mobile apps available for member convenience and the ability to text message updates and reminders.

Our clients are able to view the systems in their entirety and run any type of report needed for informational and administrative purposes. In addition, we have preferred pricing with these vendors to make them affordable to all of our clients.

We also have enhanced technology services with our Employee Benefits App and Benefits Hub website. The Benefits app can allow your employees easy access to the health and welfare plans information, ID cards, and fund balances in HSA and FSA accounts.

The Benefits Hub website is a discount service platform that contains discounts for many different services such as weight loss programs, gyms, grocery delivery, pet insurance, etc..

In addition to managing the enrollment presentations, the Brown & Brown Account Manager will take on the responsibility of preparing the Benefit Administration and Online Enrollment platform with the updated benefit information prior to open enrollment. They will set up and test the EDI feeds between the system and carriers.

The Account Manager and Implementation Team are available for direct discussions with employees who need assistance with medications, choosing plans, who need continuity of care or authorizations for certain services and can assist employees who need to find new physicians (if moving from one network to another).

Our team can set up a dedicated email for the City's employees during open enrollment and after, so that employees can email questions and receive immediate responses. The Account Manager will close out the Benefit Administration/Online Enrollment system after all employee elections are complete and ensures that the changes are sent to the carriers.

They can also help to coordinate that all changes that are captured in system are also captured in the payroll system. Our team audits the invoices post enrollment to make sure all changes were captured, and invoices are accurate post enrollment.

We continue to audit invoices on a bi-weekly basis to make sure we catch any errors quickly and have them corrected.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



Employee Engagement With BenefitHub

ATTRACT, RETAIN, AND MOTIVATE THE BEST TALENT FOR YOUR BUSINESS WITH BENEFITHUB

BenefitHub is an easy-to-use portal with a full range of benefits and rewards you can offer your employees.

Why BenefitHub?

- All your benefits, in one place
- Easy to use
- Incredible savings for your employees

20
Years in Business

5/10
Largest US Employers Use BenefitHub

10,000+
Customers Using BenefitHub

$4,900
Average Annual Employee Savings

72%
Employee Engagement

Join dozens of Fortune 100 companies including America's two biggest employers.
Please contact us to learn more about our employee benefit solutions.

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Access your ABC Company Benefits Anytime, Anywhere!

As an ABC Company employee, you can now access most employee benefits plan information and resources when you're "on the go" from your mobile device.

Nothing to install!
Access from a computer, tablet or smartphone.

Searchable

Quickly find service contact information and online resources

Benefits Plans

Review benefit plan design information and find online provider directories

Group Information

Access and print generic ID cards with group information

Forms

Download and print benefit-related documents and forms

demo.mybenefitsapp.com

Add an icon to your smartphone for quick access

iPhone

Tap the **Share** icon in Safari's lower menu bar

Tap the Add to **home screen** icon

Android

Tap this **icon** in the top right menu bar

Select: **Add to Home screen**

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

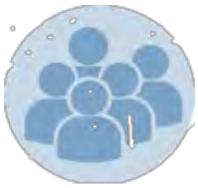


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It is a requirement that the Agent of Record awarded this contract provide representative(s) to assist with implementation, open enrollment, employee communications and ongoing assistance with routine plan administration. Please provide a proposed schedule given that the tentative award date of October 26, 2021 and enrollment start date of November 15, 2021 with a January 1, 2022 effective date.

It is Brown & Brown's intention to always take as much of HR's task as possible when it comes to organizing City events, such as benefit fairs, open enrollment, new hire orientations, and employee webinars/seminars. We strive to take on 90% of the burden, leaving the City with only 10%.

We have a specific Implementation Team dedicated to providing these services on behalf of the HR Team. This team along with the City's dedicated Account Manager and Account Executive, discusses goals, strategy and communication with HR and provides these communications at open enrollment and throughout the year as needed. We can conduct these meetings in various formats outline below:



In-Person & Virtual Meetings

We will meet with your employees every year during open enrollment to present and explain the benefits and address questions. We are also available at any point during the year to meet with your employees to educate them on a variety of topics like health/wellness, cost savings tools and methods, and how best to use the plan and other free resources.



Employee Videos

We can produce an employee video explaining the benefits so that all new hires can have the benefit of an open enrollment meeting when they begin employment and also for active employees during the open enrollment time period.



Employee Webinars/Seminars

We routinely offer webinars/ seminars for employees on a variety of topics including how to use the benefits, EAP services and other requested topics of interest.

Brown & Brown has several methods of educating employees at open enrollment and throughout the year with various tools:

- PowerPoint presentations
- On-site group or one on one meetings
- Open enrollment announcements
- Customized Flyers
- Customized educational videos, which can be posted on our clients' internet
- Webinars
- Electronic enrollment including videos and wellness education
- Employee enrollment email at Brown & Brown
- Employee compensation statemen
- Online enrollment systems
- Customized employee communications on specific topics

In addition to managing the enrollment presentations, the Brown & Brown Account Manager will take on the responsibility of preparing the Benefit Administration and Online Enrollment platform with the updated benefit information prior to open enrollment. They will set up and test the EDI feeds between the system and carriers. The Account Manager and Implementation Team are available for direct discussions with employees who need assistance with medications, choosing plans, need continuity of care or authorizations for certain services and can assist employees who need to find new physicians moving from one network to another).

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Our team can set up a dedicated email for the City's employees during open enrollment and after, so that employees can email questions and receive immediate responses. The Account Manager will close out the Benefit Administration/Online Enrollment system after all employee elections are complete and ensures that the changes are sent to the carriers. They can also help to coordinate that all changes that are captured in system are also captured in the payroll system. Our team audits the invoices post enrollment to make sure all changes were captured, and invoices are accurate post enrollment. We continue to audit invoices on a bi-weekly basis to make sure we catch any errors quickly and have them corrected.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Estimated Renewal Timeline (without Carrier Changes)	
Date	**Task**
October 26, 2021	**City of Holly Hill Board makes final decision on Consultant and Benefit Plans for 2022**
October 27, 2021	**B&B notifies all carriers of plan decisions** - Requests all employer paperwork to be completed from carriers and begin pre-populating the forms - Works with carrier to develop benefit summaries and open enrollment communications - Reviews all Plan documentation for accuracy prior to distributing to the City **B&B engages the internal technology team to update PlanSource with plan and rate changes**
October 28, 2021	**B&B meets with the City to discuss:** - Dates, times, locations of open enrollment meetings for B&B Implementation Team to staff - All information the City wishes for B&B to present at the open enrollment meetings - All communication pieces to be distributed at meetings - Employer contributions vs employee deductions to be included in PlanSource and presented in employee materials - Any online enrollment support B&B can offer employees during the open enrollment process
November 1, 2021	**B&B provides the City with draft of the Benefits at a Glance Guide for review and approval. Revisions made as necessary.** **All Employer paperwork is completed and submitted to carriers for processing**
November 8, 2021	**B&B completes updates and testing of PlanSource so that the system is ready for open enrollment to begin**
November 15, 2021	**Open enrollment begins**
November 30, 2021	**Open enrollment ends**
December 3, 2021	**B&B extracts enrollment data from the system for information purposes**
December 7, 2021	**Enrollment data systemically feeds to carrier system via EDI/Carrier Connection and eligibility is updated**
January 1, 2022	**Renewal Effective Date**

Estimated Renewal Timeline (with Carrier Changes)	
Date	**Task**
October 26, 2021	**City of Holly Hill Board makes final decision on Consultant and Benefit Plans for 2022**
October 27, 2021	**B&B notifies all carriers of plan decisions** - Requests all employer paperwork to be completed from carriers and begin pre-populating the forms - Works with carrier to develop benefit summaries and open enrollment communications - Reviews all Plan documentation for accuracy prior to distributing to the City **B&B engages the internal technology team to update PlanSource with plan and rate changes** - Engages PlanSource EDI Team to build out new carrier connections for new carriers - Coordinate with Carrier and PlanSource team to test connection to ensure file moves to production with no errors. (4-8 week process depending on carrier)
October 28, 2021	**B&B meets with the City to discuss:** - Dates, times, locations of open enrollment meetings for B&B Implementation Team to staff - All information the City wishes for B&B to present at the open enrollment meetings - All communication pieces to be distributed at meetings - Employer contributions vs employee deductions to be included in PlanSource and presented in employee materials - Any online enrollment support B&B can offer employees during the open enrollment process
November 1, 2021	**B&B provides the City with draft of the Benefits at a Glance Guide for review and approval. Revisions made as necessary.** **All Employer paperwork is completed and submitted to carriers for processing** - Work with NEW carrier(s) to establish timelines for eligibility submission file - Gather NEW carrier templates for submission.
November 8, 2021	**B&B completes updates and testing of PlanSource so that the system is ready for open enrollment to begin**
November 15, 2021	**Open enrollment begins**
November 30, 2021	**Open enrollment ends**
December 3, 2021	**B&B extracts enrollment data from the system for information purposes**
December 3-7, 2021	**For NEW carrier(s), B&B compiles PlanSource data to populate carrier eligibility submission files to send to NEW carrier(s)**
December 7, 2021	**Enrollment data sent to carriers to load eligibility into the system**
January 1, 2022	**Renewal Effective Date**

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VI. Questionnaire

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

VI. QUESTIONNAIRE:

Where applicable please check the correct response:

Q1. Is the Agent of Record properly licensed by the State of Florida; currently in good standing with the State of Florida Department of Insurance and all other applicable regulatory entities to conduct business in the state and provide the required services requested.

A1: ☒ Yes ☐ No

Q2. Does the Agent of Record have a minimum of five (5) years of experience in providing governmental insurance services?

A2 ☒ Yes ☐ No

Q3. Has the Agent of Record had municipal clients within the last ten (10) years?

A3 ☒ Yes ☐ No

If yes, please provide a list five (5) clients below.

1. City of Ormond Beach-Claire Whitley, Assistant City Manager 386-676-3202
2. City of Edgewater- Julie Christine, Human Resources Director (386) 424-2400, Ext #1701
3. Clerk of Court- Robin Beaulieu, Human Resources Director 386-822-5753, extension 16514
4. City of Port Orange- Heather Carrizales, Human Resources Director Phone: (386) 506-5561
5. Town of Ponce Inlet - Kim Cherbano, Human Resources Director (386)236-2152 Office

Q4. Can the Agent of Record produce reference contacts from municipal clients serviced within the past ten (10) years?

A4 ☒ Yes ☐ No

If yes, please list entity name(s), contact name(s) and contact phone number(s) below. **NOTE:** Contacts listed will be validated.

1. City of Ormond Beach-Claire Whitley, Assistant City Manager 386-676-3202
2. City of Edgewater- Julie Christine, Human Resources Director (386) 424-2400, Ext #1701
3. Clerk of Court- Robin Beaulieu, Human Resources Director 386-822-5753, extension 16514
4. City of Port Orange- Heather Carrizales, Human Resources Director Phone: (386) 506-5561
5. Town of Ponce Inlet - Kim Cherbano, Human Resources Director (386)236-2152 Office

Q5. As an Agent of Record, do you have benefit seminar planning experience?

A5 ☒ Yes ☐ No

Q6. As an Agent of Record, do you understand the Scope of Services?

A6 ☒ Yes ☐ No

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Q7. As an Agent of Record have you had government experience with the following types of insurance and service?

A7.	Agent of Record:	
Medical:	☒ Yes	☐ No
Vision:	☒ Yes	☐ No
Dental:	☒ Yes	☐ No
Long Term Disability:	☒ Yes	☐ No
Life:	☒ Yes	☐ No
Flexible Spending Plan:	☒ Yes	☐ No
Claims Services:	☒ Yes	☐ No
Voluntary Benefits Services:	☒ Yes	☐ No

Q8. Have Agent of Record or any member of your agency ever been indicted, convicted, plead guilty or plead no contest to the commission of a felony?

A8. ☐ Yes ☒ No

Q9. As an Agent of Record, does your agency hold a minimum of five million dollars in professional errors and omissions liability insurance?

A9: ☒ Yes ☐ No
If not, what is the limit? _____

Q10. Have Agent of Record or any member of your agency been involved in any claim or litigation with any Federal, State or Local Government or Private Entity?

A10. ☐ Yes ☒ No

Q11. As an Agent of Record, do you have preferred status with the insurance carriers? If so, please list which carriers and at what level:

A11. **Carrier: Preferred Status with Carrier:**

Information on page #131

Q12. Who will be the City's principal contact(s) for this project? Provide name, title, and a brief description of the individual(s) experience in brokering benefit coverage.

A12. Information on page #132

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Carrier: Preferred Status with Carrier

The table below shows the carriers that Brown & Brown has access to and preferred status

Carrier Name	Aligned with since	Agency Status
Aetna, Inc.	1939	Preferred Broker
Advantica	2011	Highest Level
American Heritage Life	1956	Highest Level
Ameritas	1939	Highest Level
Assurant	1939	Highest Level
Avesis	1978	Highest Level
Avmed	2007	Highest Level
BlueCross and BlueShield	1944	Blue Diamond
Boston Mutual	1939	Highest Level
Capital Health Plan	1982	Highest Level
CBCA	1978	Highest Level
Cigna	1939	Preferred Broker
CNA Insurance Companies	1939	Highest Level
Cole Managed Vision	1988	Highest Level
CompBenefits Corporation	2000	Highest Level
Coresource	1991	Highest Level
Delta Dental	1966	Highest Level
Employers Reinsurance	1982	Highest Level
EyeMed Vision Care	1988	Highest Level
Fiserv	1985	Highest Level
Florida HealthCare	1974	Highest Level
Genworth Financial	1939	Highest Level
Great-West Healthcare	1939	Highest Level
Guardian, The	1939	Highest Level
Hartford	1939	Highest Level
Health First Health	1997	Highest Level
Horizon	1998	Highest Level
Humana, Inc.	1963	Highest Level
Jefferson-Pilot/ Lincoln Financial	1939	Highest Level
Kaiser	1996	Highest Level
MetLife	1939	Highest Level
Mutual of Omaha Insurance	1941	Highest Level
Pacific Life & Annuity	1957	Highest Level
Principal Life Insurance	1941	Highest Level
Prudential Insurance Company	1939	Highest Level
Re Moulton	2003	Highest Level
Reliance Standard	1939	Highest Level
SafeGuard Health	1974	Highest Level
Shenandoah Life	1939	Highest Level
Standard Insurance	1939	Highest Level
Sun Life of Canada	1939	Highest Level
United Benefits (TPA)	2002	Highest Level
United Concordia	1992	Highest Level
United HealthCare (UHC)	1980	Platinum
UNUM Provident	1999	Highest Level
Wellpoint	2004	Highest Level
Meritain	1939	Preferred Broker
Benecon	2010	Proprietary to B&B
UMR	1980	Platinum
RoundStone	2017	Highest Level
Pareto	2016	Highest Level
Verocity	2018	Highest Level
Agilitas	2021	Highest Level
Maesto	2017	Highest Level

Brown & Brown will leverage our substantial book of business with the insurance carriers to ensure the City receives the most competitive rates available in the market. Brown & Brown, Inc., has more business with the insurance carriers than any of our competitors which affords us a distinct advantage when it is time to negotiate.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Jessica Scott, Senior Vice President, *City of Holly Hill's Primary Contact*

Jessica will be responsible for leading the team in all aspects of the health & welfare engagement. She will provide strategic advice and support on all facets of the employee benefit plans, from plan design strategy, funding alternatives, implementation, administration, board and committee presentations, resolving escalated service/claim issues and compliance.

Jessica has been working with both local and statewide public entity clients for the duration of her career. Jessica has been serving as consultant for 8 local governments within Volusia and Flagler counties for over 10 years. Jessica grew up in Ormond Beach and went to college at Furman University in Greenville, SC, where she obtained her Bachelor of Arts degree in Psychology. Jessica holds her insurance license for Life, Variable Annuities & Health.

Mike Rusin *Account Manager*

Mike Rusin will be the City's dedicated Account Manager and will be available for all day to day service issues and concerns. He has over 5 years of insurance industry experience and holds a Florida Life & Health (2-15) License. He will assist the city by providing on-going guidance on employee benefit legislation, regulation, and procedures to ensure compliance and he will maintain strong relationships with service leaders at each carrier to resolve escalated issues on behalf of our clients.

Joe Martino, *Marketing Analyst*

Joe is responsible for the strategy and implementation of our best-in-class annual marketing process and has over 5 years of insurance experience. The goal is always to deliver our clients a desirable benefits program at the best pricing. Joe maintains exceptional carrier relationships and uses aggressive negotiation to meet client's budgetary needs. Joe manages a block of business in excess of 60 large group accounts, with focus on public entity, schools/universities, & private entities w/ over 200 eligible.

Ashley Diaz, *Regional Population Health Consultant, Southeast*

Ashley Diaz serves as Brown & Brown's Southeast Regional Population Health Consultant. She works with employers to develop strategic data-driven approaches to improve health outcomes, reduce costs and increase workforce productivity. Ashley brings over 5 years of experience consulting in workforce health and productivity in the mid-market, working with employers in every major industry ranging from 100 to 10,000 employee groups. Prior to joining the Brown & Brown team Ashley spent 3 years consulting and training HR professionals how to streamline their HR processes and maximize their return on investment by selecting the appropriate digital solutions. Ashley is certified through the Wellness Council of America (WELCOA) and holds her 2-15 Life, Health & Annuity License. She earned a Bachelor of Arts in Communication and Media Studies from Stetson University

Steve Hall, *Implementation Specialists*

Steve Hall will be the City of Holly Hill's dedicated implementation specialist. Steve's responsibilities will focus in and around the time of open enrollment but will also engage new employees per the direction of the City of Holly Hill's on a monthly or quarterly basis. Steve has an excellent understanding of all lines of coverage that we offer and has worked with all carriers through new business and renewals. Steve has over 10 years of customer service experience and is well versed in handling an array of questions, comments, and concerns from employees and will host as many meetings as the City of Holly Hill's requires during open enrollment. Steve holds a Florida Life & Health (2-15) License.

Brandon Savage, *Director of Risk Management*

Brandon Savage is responsible has over 12 years of insurance industry experience primarily and has excelled in a variety of diverse roles during this time, including Account Executive and Director of Account Management, predominantly for self-funded clients with 300+ lives. He is an alumnus of the State University of New York and holds a Florida Life & Health License. Brandon has been with Brown & Brown just under 5 years and leads the Analytics team, with responsibility for 3 teammates.

On a high level, Brandon's team is responsible for analyzing claims data, making recommendations for changes in plan design where needed, benchmarking plan designs, identifying cost drivers, as well as serving as the primary liaison with our actuaries. Specifically, his team provides quarterly claims analysis, total costs projections, benchmarking reports, contribution modeling, alternate stop loss deductible recommendations, and develop customized ad-hoc reports to address other areas of interest/concern

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Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



VII: Submission Details

Cover Letter

October 12, 2021
Diane Cole, Human Resource Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life Benefits

Dear Ms. Cole and Evaluation Committee:

Thank you for the opportunity to continue our 16 year partnership with The City of Holly Hill. The Daytona Beach Headquarters of Brown & Brown, Inc. is the current insurance consultant for the City and we are honored to submit this response to the City's Request for Proposal– RFP #21HRD001.

The Power of our Partnership

The Brown & Brown Team and The City of Holly Hill's Human Resources Team, in tandem with the guidance of The City's Manager and Board, have cultivated a true partnership which has allowed The City to elevate its employee benefits offerings far beyond the previous capabilities. We have enhanced the overall plan offerings, which currently include low cost urgent care clinic and primary care visits, which were negotiated to become free services in 2021. We have implemented a free Online Enrollment System (PlanSource), offered implementation guidance, provided and reviewed public entity benchmarking data, assisted with the benefit fair, created and distributed employee benefits booklets, conducted wellness meetings with our carrier partners, and provided informative employee communication materials.

Here are a few year-over-year highlights which further demonstrate the success of the partnership:

2017 – Negotiated with FHCP to keep medical rates flat and extend medical renewal from October plan year to a calendar plan year so the HSA plan deductible reset would align with the plan year.

2018 – Negotiated with FHCP a flat medical increase, keeping same plan designs.

2019 – Negotiated an overall 5% medical increase with FHCP from a double-digit initial increase, keeping plan designs the same.

2020 – Negotiated with FHCP to keep medical rates flat with no plan design changes. Negotiated a -20% savings on the life insurance plan by changing carriers.

2021- Negotiated with FHCP to keep medical rates flat for another year with no plan design changes. The City made the decision to drop one of the medical plans, leaving 2 to be offered. Negotiated free urgent care clinic and primary care visit copays for employees on all plans. Worked with FHCP and The City Manager to create a free medication list for employees.

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Brown & Brown also delivers on our complete commitment to the City staff to provide daily support in the administration of the Employee Benefits program. listed below:

Open Enrollment – Brown & Brown coordinates and conducts all employee open enrollment sessions, along with preparation of custom communications to effectively educate employees of their benefit plan offerings.

Benefit/Wellness Fair Participation - Employee incentivized Benefit/Wellness Fair, which offers wellness opportunities for employees to earn PTO. Brown & Brown provides gift cards to be raffled to employees for participation. We review the data collected at the Benefit Fair along with FHCP and the City to continue to find opportunities and initiatives to encourage improved employee health.

Service & Dedication - Our dedicated service team is available to The City HR Team and all City employees during all business hours and consistently advocates for the Cityemployees regarding complex claim issues and appeals, assisting them through resolution.

Free Online Enrollment / Admin System - PlanSource Online Enrollment and Administration System. This program has helped simplify the open enrollment and eligibility process for The City's Human Resources Team. The system shows exactly what their benefit elections are and the associated costs and provides ACA reporting and direct carrier data feeds.

ACA Compliance – Brown & Brown staff continuously reviews all health plans and policies to ensure compliance with the previously and currently implemented guidelines and changes pursuant to Health Care Reform Acts of 2010 (ACA/PPACA) as planning for the regulations set to be effective in the upcoming years. We continue to offer webinars, seminars and updates on the latest changes.

Number of Years in Business:
Brown & Brown has grown into one of the largest insurance intermediaries in the world over the past 80 years.
Number of Offices in Florida– 42 office locations in FL.
Number of Employees in Florida– 2,931 Florida Teammates
Number of Public Entities Handled –Brown & Brown oversees 322 Insurance programs in Florida.

The person authorized to bind Brown & Brown in agreements and contracts is Mr. Steve Farmer. Contact information for Mr. Farmer is as follows:

Steve Farmer, Executive Vice President
220 South Ridgewood Ave
Daytona Beach, FL 32114
Email: SFarmer@bbdaytona.com
Office: (386) 239-7233

Brown & Brown meets the minimum requirements as presented in Section VI. Every effort was made to concisely provide all requested information, all required completed forms, and succinctly illustrate our understanding of the required scope of services. In addition to the previous, we have listed other services provided by or recommended by Brown & Brown.

Please consider this signed document as evidence that this proposal is in all respects fair and in good faith, without collusion or fraud.

We are available at the request of The City to participate in any oral interviews. Please feel free to contact me should you need further clarification of our proposal.

Kind regards,

Steve Farmer
Executive Vice President

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Company Overview

Organizational History

Founded by the Brown family in Daytona Beach, Florida in 1939, Brown & Brown has grown into one of the largest insurance intermediaries in the world over the past 80 years. With over 10,000 employees and over 190 offices in 40 states, Bermuda and London, Brown & Brown and its subsidiaries offer a broad range of insurance and reinsurance products and services to business, public entity, individual, trade and professional association clients nationwide. Brown & Brown is a publicly traded company on the New York Stock Exchange under the stock symbol (BRO).



From the beginning, Brown & Brown has always focused on building meaningful relationships with our clients and with our communities, based on trust and service. Our core philosophy is: ***Always do what's best for our clients***. It is our goal to exceed clients' expectations while maintaining the highest of professional and ethical standards.

Brown & Brown is "Built to Last" and its decentralized structure allows its offices to be proactive and to quickly react to changes according to local environments without waiting for bureaucratic approval. An important by-product of Brown & Brown's decentralized structure is that it serves to improve the quality of customer service. Each office is able to tailor its operations to fit the needs of its clients. However, we have national alignment as well. We have senior leadership dedicated solely to employee benefits, as well as a National Benefits Committee to share ideas and shape our employee benefits priorities and policies. The senior leaders and Benefits Committee sit on advisory boards of the insurance carriers and routinely meet with the insurance carriers' senior leadership teams, perform RFPs for all benefits related products and services, and are held responsible for the successful implementation of new initiatives and products.

One of our core philosophies, as communicated by Mr. J. Hyatt Brown, Chairman of Brown & Brown illustrates our culture and corporate commitment:



Number of Years in Business:
Brown & Brown has grown into one of the largest insurance intermediaries in the world over the past 80 years.

Address:
The Daytona Beach office of 345 employees is located at 300 North Beach Street Daytona Beach, FL 32114.

Name Changes, Changes in Ownership, Reorganizations:
Over the last 5 years we have grown from 7,807 employees to 10,083 employees nationally and internationally. We have achieved this through organic growth and acquisitions. Brown and Brown

Employee Benefits Expertise

Brown & Brown's **Employee Benefits Division** has developed into one of the nation's largest with premiums in excess of $6 billion annually. This also includes aggregate stop loss premium in excess of $430 million. This premium affords us a distinct advantage when it comes time to negotiate the City of Holly Hill's renewal. Brown & Brown's established relationships with carriers, and our reputation, provide us with a proven ability to bring forth the most competitive rates and programs the market has to offer. We have a National Employee Benefits Leadership team comprised of Regional Presidents, a Medical Director, a Mental Health Director, Technology Team, and a Population Health Management team. We also have several consortiums specific to self-funded plans for prescription drug placement and stop loss insurance that leverage our national premium volume for enhanced terms and conditions as well as pricing. Brown & Brown's success is due largely to our ability to adapt to the demands of the marketplace and to the needs of our clients.

Brown & Brown Daytona's employee benefits staff of 50 teammates has over 500 years of collective benefits experience and each member is licensed by the State of Florida Insurance Department. Members of our team have rich backgrounds in a range of insurance professions including underwriting, risk management, claims processing, third party claims administration, medical billing, wellness plans, provider contracting, marketing, employee benefits technology as well as account management and health and welfare plan implementation.

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Employee Benefits Team

The National Employee Benefits team at Brown & Brown leverages its capabilities and volumes to create products and services for clients that standalone agencies would not be able to provide. With that said, Brown & Brown Daytona's Employee Benefits Division prides itself on operating and supporting our clients on a local level. This structure allows our office to provide hands-on service locally, while leveraging our national footprint when needed.

Brown & Brown, at a national level has tens of thousands of clients, supporting hundreds of carriers and vendors and billions of premiums. The Daytona Beach office leverages this volume and network to provide the services outlined in this proposal. The national and local volumes of clients are broken down as follows:



The National Employee Benefits team at Brown & Brown leverages its capabilities and volumes to create products and services for clients that standalone agencies would not be able to provide. With that said, Brown & Brown Daytona's Employee Benefits Division prides itself on operating and supporting our clients on a local level. This structure allows our office to provide hands-on service locally, while leveraging our national footprint when needed.



Premium Volume

Brown & Brown's Employee Benefits Division has developed into one of the nation's largest with premiums in excess of $6 billion annually. This premium affords us a distinct advantage when it comes time to negotiate the City of Holly Hill's medical renewal. Brown & Brown's established relationships with carriers and our reputation provide us with a proven ability to bring forth the most competitive rates and programs the market has to offer.

Our staff is comprised of experienced forward-thinkers, with a client-first, service-focused approach. They are highly trained in public entity compliance and Florida State Statute 112.08 regarding public entity insurance placement. Our dedicated service and marketing teams act as an extension of your human resources and risk management departments. They, along with our account executives understand the unique demands and processes that public entities require. **This experience and expertise in serving public entities is a factor that differentiates us from the competition.**

Brown and Brown has 495K total accounts making up 12.92 Billion dollars in total premium.

Employee benefit broker services is nearly 10% of our book of business, which results 5.58 billion dollars in premium. Employee benefits products is 43.2% of our annual premium.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Scope of Services: SEE SECTION V FOR COMPLETE RESPONSES

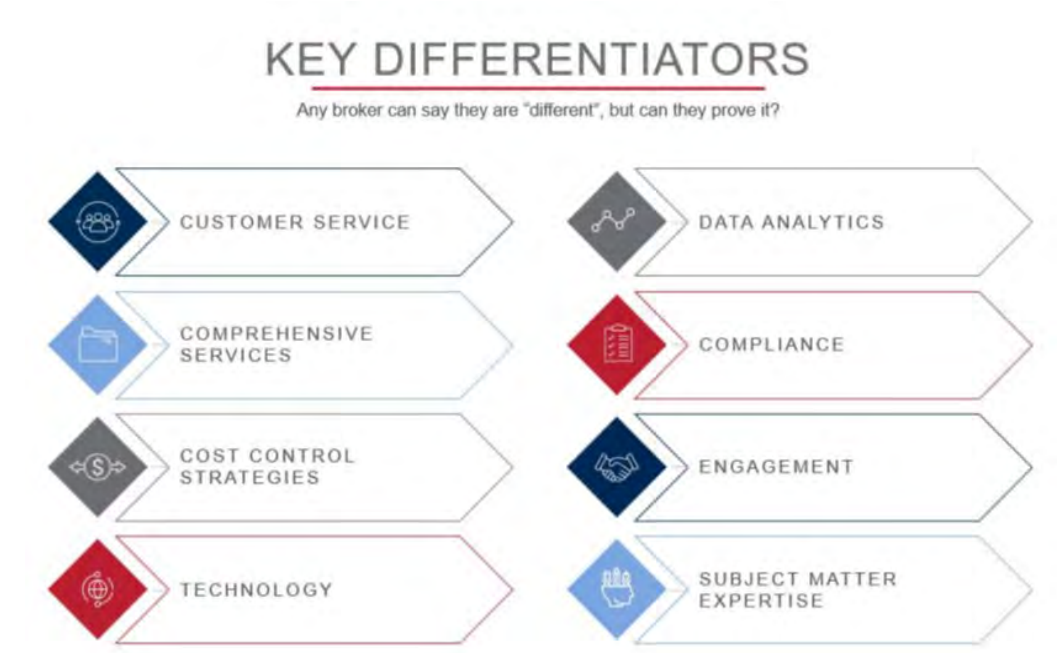
Employee Benefits Expertise

Brown & Brown's Employee Benefits practice makes your people our business. Backed by our national strength, our local service teams leverage our knowledge and experience to optimize the value created by your employee benefits program. Whether improving employee attraction and retention, getting Ethe most out of your vendor partners, optimizing medical costs, or helping you assess the most suitable technology to meet your needs, our thoughtful and customer-specific solutions help give you peace-of-mind.

Taking Care of Your Employees' Well-Being Investing in health and performance programs is becoming increasingly important to attract and retain top talent. Engaging employees to increase ownership in their own health and financial well-being empowers them to become a smarter consumer and a more active participant in creating positive results. With studies showing that employees who are actively involved in their healthcare experience have better outcomes, the return on investment for organizations is high. At Brown & Brown, we make your people our business.

Brown & Brown Daytona's employee benefits staff of 50 teammates has over 500 years of collective benefits experience and each member is licensed by the State of Florida Insurance Department. Members of our team have rich backgrounds in a range of insurance professions including underwriting, risk management, claims processing, third party claims administration, medical billing, wellness plans, provider contracting, marketing, employee benefits technology as well as account management and health and welfare plan implementation.

Brown & Brown will utilize a team approach lead by Jessica Scott, Senior Vice President, serving as the primary contact for the City of Holly Hill.



Professional Designations

We are committed to remai at the forefront of all indust trends by participating in professional memberships, continuing education, and through earning designation as a result, most teammates hold professional insurance designations, including:

CEBS – Certified Employe Benefits Specialist
GBA – Group Benefits Associate
GBDS – Group Benefits Disability Specialist
GWPC -Certified Wellness Program Coordinator
VBS – Voluntary Benefits Specialist

Professional Organization Memberships

Florida League of Cities

Florida City and County Management Association

Florida Association of Special Districts

Florida Public Human Resources Association

National Association of Hea Underwriters

National Organization of Li & Health Agents

Florida Association of Cour Florida Educational Risk Management Association

Public Risk Management Association

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Department Structure

Our team is unique for the fact that we have separate marketing, account management, risk management, population health and implementation teams. This allows each team to become subject matter experts in their respective fields and allows Brown & Brown to provide the best possible solutions in all areas.

We also have a National Employee Benefits team that provides additional resources such as our Medical Director, Mental Health/Behavioral Director, Technology Director, and our Population Health Management Team.



Risk Management/Data Analytics

We firmly hold the belief that clients need to leverage all data available to manage their health and welfare plans most effectively. This data needs to be presented to the City of Holly Hill in a concise and meaningful manner that can provide for actionable results. Our risk management team provides highly sophisticated data analyses such as: claim and utilization reports, COVID-19 cost projection tool, historical trends and future projections, benchmarking, a monthly budget analysis, plan design, contribution and compliance analyses. We provide quarterly claims and budgeting reporting as well as quarterly utilization analyses customized for each client. We have the ability to provide ad-hoc reporting, as needed, and will dissect the information into the specific categories that we have identified as high trend areas.

Marketing

We have a separate and distinct marketing department that assesses all carriers and stays well-informed on the latest products and services available.

We feel we can provide the most comprehensive marketing effort in comparison to any broker in that we access the entire market and not just our preferred vendors. As the *largest insurance agency in the state*, we work closely with the insurance carrier representatives and underwriters to stay up to date with the changes in the market and developments specifically related to the healthcare industry. We regularly attend carrier seminars, host in-house meetings with insurance carrier representatives, and participate in webinars which relate to issues affecting our clients.

Account Management/ Service

Brown & Brown provides a dedicated account management team to assist the City of Holly Hill and its employees navigate through any claim or billing issues or questions, claims appeals, pharmacy denials or delays, eligibility questions, explanation of benefits and services and benefit reviews when needed. We advocate for our clients on every issue to ensure accurate and timely resolution and escalating any unresolved issues. The Brown & Brown Daytona office staffs account managers with prior experience working in provider offices, who can assist our clients with provider coding errors, explaining Explanation of Benefit Statements, auditing provider billing for accuracy, and getting refunds issued for clients.

Benefits Strategy

We are top tier, preferred agents with all major insurance carriers in the Central Florida Market and throughout the country. We earn this status by the amount of premium our clients have placed with the insurance carriers. Preferred status enables us to provide enhanced services to our clients

Benefits Technology

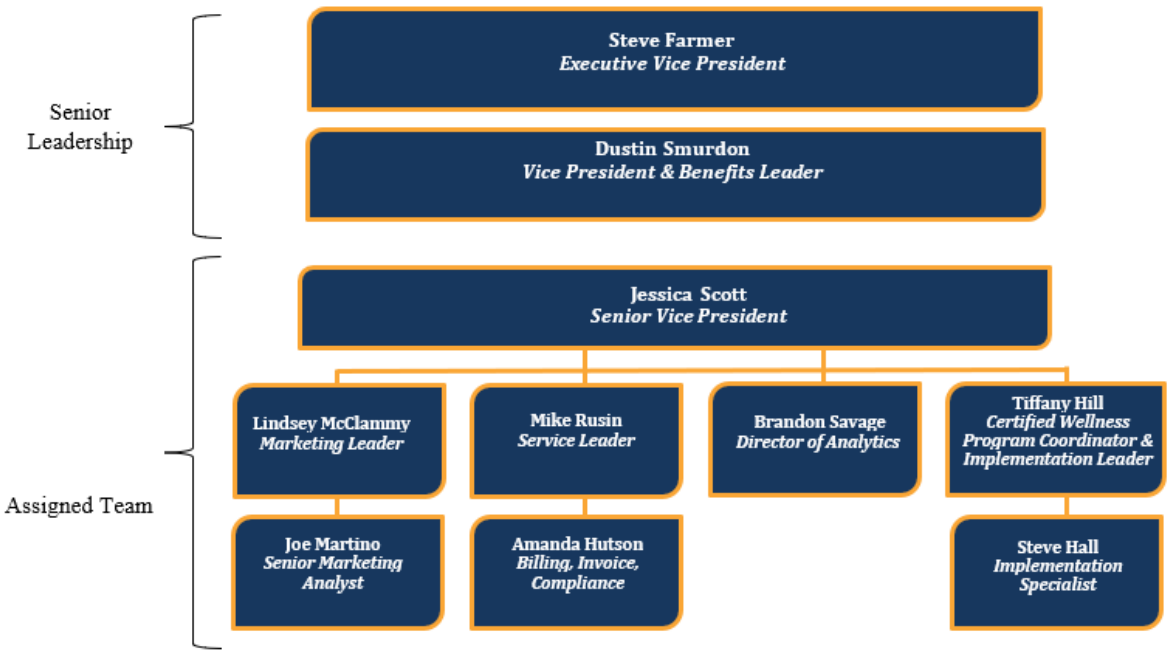
We have an internal team of four analysts along with our internal and external actuaries that can analyze the data in every way necessary to ensure we have a complete understanding of what is driving the costs and find unique solutions to improve the health and welfare plans.

Benefits Solutions

We have served as an extension of the City Holly Hill's HR Team and work extremely hard to provide a resolution for any issues c concerns within a 24-hour period. When th time frame cannot be achieved, we will communicate the reason we are unable to resolve the issue and include an expected time frame when it will be resolved.

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Key Personnel:



Steve Farmer, *Executive Vice President*

sfarmer@bbdaytona.com | (386) 239-7233

Steve Farmer is responsible for Brown & Brown's Daytona Beach office including sales, service, and operations. Steve has over **20 years** of insurance industry experience with Brown & Brown and has worked with many of Florida's public entities. Steve will serve as a resource in expediting the resolution of any critical matters with top management at the insurance companies for the City of Holly Hill's staff and employees.

Dustin Smurdon, *Vice President & Benefits Leader*

dsmurdon@bbdaytona.com | (386) 239-8889

Dustin Smurdon is responsible for the overall performance of the Daytona Beach Employee Benefits Division. The team consists of about 50 teammates focusing on Service, Analytics, Marketing, Enrollment/Implementation and Wellness. Dustin has been with Brown & Brown since 2015. Prior to Brown & Brown, Dustin spent nearly **12 years** with JPMorgan Chase in various operational and leadership roles. He currently serves on the Board of the United Way of Volusia and Flagler Counties as the Chair Elect. He is originally from Ohio, where he attended Ohio University and obtained his Bachelor of Business Administration degree in Finance and Marketing. Dustin holds his insurance licenses for Life, Variable Annuities & Health along with the General Lines Property & Casualty.

Jessica Scott, Senior Vice President, *City of Holly Hill Primary Contact*

jscott@bbdaytona.com | (864) 918-1353

Ms. Jessica Scott will serve as the primary contact for the City of Holly Hill and will work together with the assigned team at Brown & Brown to ensure needs are being met on a daily basis. Jessica has over **15 years** of benefits consulting experience with Brown & Brown. Jessica will be responsible for leading the team in all aspects of the health & welfare engagement. She will provide strategic advice and support on all facets of the employee benefit plans, from plan design strategy, funding alternatives, implementation, administration, board and committee presentations, resolving escalated service/claim issues and compliance.

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Jessica's Areas of Expertise Include:

- Annual renewal negotiations (medical, dental, vision, life, disability, firefighter cancer, flexible spending accounts, and voluntary benefits)
- Managing RFP process
- Working closely with Insurance Committees to establish renewal calendars, and with RFP design and management, vendor selection, and negotiations
- Presentations to Boards, Committees, Unions, etc
- Monthly, Quarterly, and Annual claims reviews to include Executive Summaries and recommendations in order to accomplish budgetary goals
- Compliance oversight throughout the year
- Coordination with actuary to assist with 112.08, RDS, and OPEB filings for self-funded public entity clients
- Pharmacy management and lower cost medication options
- Claims re-pricing analysis to determine the potential savings between networks
- Wellness program design, implementation, and ongoing initiatives
- Payroll/Benefit Administration vender selection and implementation
- Self funded feasibility analysis
- Onsite/Near-site clinic consulting to include RFP process, vendor selection, and ongoing coordination between clinic vendor and health plan
- Disability contract analysis to identify potential areas of concern or where improvements could be made based on industry
- Resolving escalated issues throughout the year
- Open enrollment planning, presentations, and assistance with enrolling in benefits

Commitment to the highest level of service to both HR and leadership teams at clients as well as their employees

Joe Martino, *Marketing Analyst*

jmartino@bbdaytona.com | (386) 239-8892

Joe is responsible for the strategy and implementation of our best-in-class annual marketing process. The goal is always to deliver our clients a desirable benefits program at the best pricing. Joe maintains exceptional carrier relationships and uses aggressive negotiation to meet client's budgetary needs. Joe manages a block of business in excess of 60 large group accounts, with focus on public entity, schools/universities, & private entities w/ over 200 eligible. Joe has over **5 years** of employee benefits experience at Brown & Brown and has held sales, analytics, marketing, & management positions. Joe holds a Florida Life & Health (2-15) License and a Group Benefits Disability Specialist certification. Joe earned his degree from the University of Central Florida with a BSBA in Economics.

Areas of Specialty include:

- Medical, Dental, Vision, Life, Disability, Voluntary Products, Financial (HSA, HRA, FSA)
- Request for Proposal: Public Bids & Broker Controlled
- Carrier Relations: Maintaining current relationships, exploring new markets
- General Market & Network Comprehension
- Self-funded Solutions (Medical, Pharmacy, Dental, Short Term Disability)
- Plan Analysis (Design, Benchmarking, & Contribution Analysis)
- Risk Analytics (Medical, Pharmacy, Disability)

Lindsey McClammy, *Marketing Leader*

LMcClammy@bbdaytona.com | (386) 239-8892

Lindsey McClammy oversees Brown & Brown Daytona Beach's employee benefits marketing team. She has spent **her 10+ years** at Brown & Brown first as small business leader, then as senior marketing analyst, and developed into a leader with strong carrier relationships to get deals done for our clients. Lindsey earned her Bachelor of Arts in Communications from the University of West Florida and holds a Florida Life & Health (2-15) License.

Areas of specialization include:

- Self-Funded RFP Specifications
- Medical, Dental, Vision, Life, Disability, and Voluntary Products
- Fully Insured Plans, Partially Self-Funded Plans, and Self-Funded Plans
- Carrier Negotiations
- New carrier relationship development
- Contribution modeling and develop customized ad hoc reports with insurance carriers to facilitate the City of Holly Hill with plan decision throughout the year

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Mike Rusin, Senior Account Manager
mrusin@bbdaytona.com | (386) 239-5732

Mike Rusin will be the City's dedicated Account Manager and will be available for all day to day service issues and concerns. He has over **5 years** of insurance industry experience and holds a Florida Life & Health (2-15) License. He will assist the City by providing on-going guidance on employee benefit legislation, regulation, and procedures to ensure compliance and he will maintain strong relationships with service leaders at each carrier to resolve escalated issues on behalf of our clients.

Areas of specialization include:

- Training of service team
- Assist employees during annual enrollment with benefit questions
- Providing guidance on employee benefit legislation, regulation, and procedures to ensure compliance
- Prepare communication for Annual Enrollment
- Assist client with eligibility issues
- Assist with implementation/ ongoing utilization of Benefit Administration system
- Assist with compliance items- COBRA, LOA, Retiree Billing
- Solving claims issues
- Process the annual renewal within the benefit administration system for carriers, rates and class structure
- Test, correct and retest the benefit administration system and inform PlanSource staff of necessary internal programming changes
- Assist or make appropriate liaisons regarding ACA processing and questions on employer reporting
- Lead the implementation of new carriers and plan designs for the City (e.g., US Able implementation); inform carriers of detailed requirements
- Prepare the Benefits at a Glance handbook

Brandon Savage, Director of Risk Management

bthurston@bbdaytona.com | (386) 239-7230

Brandon Savage is responsible has over **12 years of** insurance industry experience primarily and has excelled in a variety of diverse roles during this time, including Account Executive and Director of Account Management, predominantly for self-funded clients with 300+ lives. He is an alumnus of the State University of New York and holds a Florida Life & Health License. Brandon has been with Brown & Brown just under 5 years and leads the Analytics team, with responsibility for 3 teammates.

On a high level, Brandon's team is responsible for analyzing claims data, making recommendations for changes in plan design where needed, benchmarking plan designs, identifying cost drivers, as well as serving as the primary liaison with our actuaries. Specifically, his team provides quarterly claims analysis, total costs projections, benchmarking reports, contribution modeling, alternate stop loss deductible recommendations, and develop customized ad-hoc reports to address other areas of interest/concern.

Areas of specialization include:

- Actuarial Projections – aggregation of data, work with the Actuary, summarization of financial results
- Renewal Meeting Preparation and Presentation with HR and Health Insurance Committee to progress towards goals
- Monthly Plan Performance vs. Budget summaries, including stop loss monitoring and rebate tracking
- Ad-Hoc Reporting
- Semi-Annual / Quarterly Plan Performance Reviews
- FS 112.08 Filing – Aggregation of data, production of draft and filing by Actuary

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Premiums

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Medical and Ancillary Proposal Executive Summary

Negotiated Renewal Options with FHCP

When Brown & Brown started negotiations with FHC, the original renewal calculation was coming in at 39%, mainly due to claims increasing to a 98% loss ratio. In addition, manual rates were driving up the cost due to the City's rates being so far under manual rates due to having several years of flat renewals. Brown & Brown was able to convince FHC to agree to reduce to a 20% renewal increase while FHC continued to pull claims, in hopes they would improve. Claims incurred through August continued to increase to 101% loss ratio. We know in the last couple years, employees have been migrating to the HSA plan, therefore Brown & Brown wanted to negotiate rates with FHC, while not making any additional plan design changes, since the HSA plan is still new to some employees. The goal was to reduce the renewal rates from where they started on current plans as much as possible, so the City did not have to give up the benefits employees have grown familiar with over the years. Brown & Brown did ask FHC to propose several rate options for the City to evaluate using current plan designs but considering excluding the gym rider and including a package with BCBS/FCL dental. The BCBS/FCL dental will save the employees money compared to current rates with Metlife, therefore the dental package with the medical saves the City and its employees money for both lines of coverage.

Brown & Brown has included an additional alternative plan (shown in Alternate 1 and 2) with FHC which increases the HSA deductible and out of pocket maximum. This plan allows premiums to stay flat or a decrease depending on the option chosen and by adding a City paid Health Reimbursement Account (HRA), the City can keep employees' max out of pocket liability on the plan to the current out of pocket of $3000. The City would fund the potential additional $2800 out of pocket liability through the HRA. We have customized a deductible and out of pocket maximum threshold report with FHC, so that employers can see how many employees are reaching deductibles and out of pocket maximums. Based on the most current report, only 4 employees have met the max out of pocket to date. Based on historical data, we can forecast that it is expected that no more than 10 employees will meet the out of pocket max per year, representing $28,000 annual liability to the City. The annual premium including the HRA liability for this plan would mean less than a 5% increase over current annual premiums (assuming no BCBS/FCL dental package and leaving fitness rider in the plans). We believe the increased deductible on this plan to $2000 will encourage more employees to achieve their wellness incentives so that they can reach the entire $1900 in HSA funding and have most of their deductible covered by the City. If the City were to move to a single plan offering with just this alternate HSA plan, the City would receive a -4% decrease vs current premiums (this includes the HRA liability and HRA administrative cost). Or if the City were to remove the fitness rider and package the dental with BCBS/FCL then the City would have a -7% decrease to overall premiums.

Brown & Brown feels that FHC has put a fair final renewal on the table, considering claims have continued to increase this year. This allows the City the option to keep current plan designs, with the option to reduce the renewal further by dropping the fitness rider and packaging with BCBS/FCL dental. The details of all of these options are outlined in our proposal, with the lowest cost option being to remove the fitness (gym) rider and package the BCBS/FCL dental. Please find the advantages and disadvantages we have outlined for each proposing carrier in an effort to help the evaluation committee consider all aspects of the options within our proposal:

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Negotiated Renewal with FHC including Fitness (Gym Rider)

Advantages

1. No plan design changes necessary.—FHC includes free services with their HSA plan that most carriers do not (extended hour clinic, HMO Primary Care visits, lab work, certain medications)
2. The Fitness (gym) Rider and Extended Hour Clinics at $0 cost to employees are unique to FHC and cannot be replicated exactly by any other carrier
3. Employees have been using many of the HMO doctors for years and can continue care with those doctors
4. The City of Holly Hill is viewed as a community partner by FHC and the loyalty the City has had with FHC has been reflected in mainly flat renewals year over year
5. FHC has implemented customized programs for the City at little to no cost in an effort to lower employees' costs for services

Disadvantages

1. 5% -8% overall increase depending on which option the City chooses with FHC

Neighborhood Health Partnership (Options 1 & 2)

Advantages

1. Decrease to current rates, (between $3,500 and $12,000 annually depending on the option selected)
2. Larger network than FHC (includes entire state of Florida)
3. Greater national pharmacy access than FHC/more in network pharmacy options than FHC
4. Ability to keep FHCP rate tiering if desired
5. Brown & Brown negotiated a 12.9% renewal rate cap for next year, which can be negotiated under that amount but NHP will not be allowed to increase rates more than that even if claims experience continues to increase

Disadvantages

1. Florida only network vs national
2. Chiropractic copay & ambulatory surgery center copay increases
3. Pharmacy does not include Walgreens (Option 1). It is included in Option 2
4. Matt Nirschl, the top provider based on the utilization report, is not in the NHP network
5. Most employees will be forced to find new doctors

United Healthcare (Options 3 & 4)

Advantages

1. Matt Nirschl, the top provider, is in both Choice and Choice Plus UHC networks
2. Employees will have access to a national network
3. Greater national pharmacy access than FHC/more in network pharmacy options than FHC
4. Ability to keep FHCP rate tiering if desired
5. Brown & Brown negotiated a 12.9% renewal rate cap for next year, which can be negotiated under that amount but NHP will not be allowed to increase rates more than that even if claims experience continues to increase.

Disadvantages

1. Increase to rates is higher than the renewal
2. Chiropractic copay & ambulatory surgery center copay increases
3. Pharmacy does not include Walgreens (Option 3). It is included in Option 4
4. Most employees will be forced to find new doctors

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Humana (Option 5)

Advantages

1. Employees will have access to a national network
2. Great national pharmacy access than FHC/more in network pharmacy options than FHC

Disadvantages

1. Significant plan design changes on both plans (higher deductibles and copays)
2. FHCP rate tiering is not available
3. Most employees will be forced to find new doctors

FL Government Healthcare Solutions- Brown & Brown Consortium (Option 6)

Advantages

1. Consortium arrangement, pooled with other FL municipalities to leverage cost
2. Utilizes the UHC National Choice Plus network
3. 5.5% increase at expected
4. No plan design changes
5. Ability to receive claims data monthly and have full transparency with claims
6. Option to customize plan designs exactly how the City would like them to be
7. Ability to direct contract with urgent care/clinics to lower claims cost and give employees access free to care

Disadvantages

1. Short contract, would require a 10/1 effective date beginning 10/1/2022
2. Network disruption for employees moving to UHC national network (FHC HMO doctors cannot participate in any other carrier networks)
3. 12.2% increase at maximum (should claims continue to increase higher into 2022)
4. Illustrative quote, see the bottom of page 19 in the presentation for a list of contingencies.

Dental

Brown & Brown negotiated a -10% renewal decrease with Metlife to give the City the option to continue the current dental plan at less cost to employees. Several carriers are matching the current plan design and offering significant decreases to rates as well. Guardian is offering the lowest cost option at a -16% decrease and has the strongest network match. Both Guardian and Metlife are offering an alternative option to offer 2 plans, one plan has a significant savings in premiums with slightly less rich benefits than current or employees can buy up to the same plan design as in force now with rates that are cheaper than current. FCL/BCBS is also offering a -9% decrease to rates matching the current plan design and if the City would rather offer a dual option, they will be able to offer plans similar to Guardian and Metlife. They will also include a -3% discount ($-28,650 annually) on the FHC medical plans when packaging dental with medical. Their network is coming in as a close match to the current Metlife network.

Vision

Eyemed has continued to offer 4 year rate hold with no changes to the plan. Eyemed has never increased rates, as outlined in our renewal history exhibit. Guardian is offering a slight decrease to the premiums, while offering some higher reimbursements out of network. However, based on the network disruption, the Davis network they are using, will not be as good as the Eyemed network and therefore, many providers will end up being out of network, increasing the out of pocket cost for employees. In addition, for Guardian's vision rates to stay as quoted, vision must be packaged with Guardian dental plans. Standard and Avesis are also offering slight decreases to premiums, but their out of network reimbursements are not as high as Eyemed and based on the network disruption results, there will be considerable disruption to move to their networks.

Life

The City of Holly Hill has a very high volume of retirees on the life insurance plan, therefore, getting competitive rates that match current benefits has proved to be challenging over the years, as claims tend to be high year over year. As you can see by the RFP results, Hartford was the only carrier who responded with a quote and they were not able to match benefits for classes 8 & 9, while quoting premiums significantly higher than the renewal. US Able has just under a 19% increase on the table. Please find the reasons for the increase:

The group has a combined loss ratio of 621% and we are losing money on it.
Since 1/1/2020 we have received $56,772 in paid premium and paid out $352,640 in claims.
We cannot offer any rate relief on this group, even with the renewal increase, we will not be able to recoup the losses.

On a positive note, US Able did agree to keep the voluntary life rates flat.

Fighterfighter Cancer

This policy just renewed 10/1/2021 for the next 12 months, so we have included the confirmation of this renewal in our proposal.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Marketing Proposal

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



Brown & Brown INSURANCE

A Proposal of Employee Benefits Coverage and Services

City of Holly Hill

Jessica Scott
Senior Vice President

Mike Rusin
Account Manager

Brandon Savage
Director of Analytics

Noah Dunn
Brokerage Assistant

Proposal Date: October 1H, 2021

Effective Date: January 1, 2022

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Brown & Brown

Brown & Brown is one of the largest and most respected independent insurance intermediaries in the nation, with over 70 years of continuous service. The Company is ranked as the sixth largest such organization in the United States by Business Insurance magazine.

Brown & Brown's clientele is as diverse as the American economy itself. There is hardly a business, industrial or professional insurance situation that has not presented itself to Brown & Brown including: Health/Medical, Retail, Construction, Marine, Transportation, e-Commerce,High Technology, Financial, Legal, Agricultural, Colleges and Universities, Golf Courses and Country Clubs, Governmental Entities, General Aviation, Hospitals, Hotels, Motels, Resorts, Manufacturing, Medical Care Facilities, Museums, Nursing Homes, Restaurants, Religious Institutions, Schools and many more.

Employee Benefits is just one area of expertise we can provide. Our benefit programs include
Medical, Dental, Vision, Cobra, Life, Disability and Section 125 pre-tax reimbursement accounts just to name a few. We are able to provide fully insured programs for employers of all sizes and self-funded programs to meet the special needs of employers interested in that type of arrangement. In addition to providing the insurance programs, we assist in the design, cost-containment, management and development of your employee benefit package.

All Employee Benefit clients are assigned an "In House" service representative to assist with Billing, Claims, Eligibility, Enrollment, or any other issues or questions that arise.

For our clients that opt for self-insured programs, we not only provide the mentioned above, but also supply detailed reports to help you monitor your program closely. We also place the reinsurance, help design a plan to meet your needs and work closely with you and the Third Party administrator during the implementation as well as throughout the year to ensure the plan operates smoothly.

As for property and casualty, Brown & Brown is a recognized leader in the area of professional liability, governmental and municipal insurance programs, pollutions liability and many other specialized areas of risk. All property and casualty clients are assigned an "In-House" service representative along with a claims analyst to assist with daily issues, along with some of the best marketing representatives to search for the most competitive products and services our clients desire.

Commitment to Our Clients

The Employee Benefits Division at Brown & Brown of Florida, Inc. is focused on providing you with the best products at the most competitive rates possible. We ensure a very high level of customer service by remaining involved with you after the plan's effective date.

In addition to the Brown & Brown of Florida, Inc. Account Executive, all clients are assigned a team of dedicated service and marketing professionals committed to fast, efficient and friendly service during plan renewal and every other day of the year.

- We provide assistance with carriers to resolve any issues concerning policy administration, claims and billing.

- We provide expertise in designing, analyzing, and maintaining an employee benefits program that will help you attract and retain quality employees.
- We provide timely guidance on local and national trends in employee benefits and in the carrier marketplace.

As part of the 6th largest insurance broker in the country (as determined by Business Insurance magazine) we have the resources to partner with clients of all sizes and industries to maximize benefits and contain costs.
The Employee Benefits Division in Daytona Beach, FL is fully automated and highly efficient in marketing plan renewals and new business. We have access to all local and national carriers, third party administrators, and other specialists in the employee benefits industry including:

Medical · Dental · Vision · Life · Disability Plans · Cafeteria Plans · 401(k) Plans · Self-funded and Partially Self-funded arrangements · Employee Assistance Programs · Voluntary (employee-paid) Long-Term Disability, Short-Term Disability, Dental and Accident & Sickness plans.

Phone
(800) 877-2769
(386) 252-9601

Address
Brown & Brown of Florida, Inc.
300 North Beach Street
Daytona Beach, FL 32114

Website
www.bbinsurance.com

NYSE Listed: BRO

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Disclaimer Information

The analysis of the following plans is a summary. You must refer to the contract and plan description for a full list of coverages and exclusions. In some instances broader coverage may be available. The rates and benefits in this proposal are based upon underwriting factors which included, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn. The rates shown are not guaranteed. Executive summaries are created by Brown & Brown of Florida, Inc. and neither the carrier nor Brown & Brown of Florida, Inc. will be held responsible for typographical or clerical errors. This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available. This proposal is the proprietary work product of Brown and Brown of Florida, Inc. and is not authorized for further use or distribution. All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.

Brown and Brown of Florida, Inc. representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question. If coverage is moving to another carrier, please do not cancel your in force coverage until advised by Brown and Brown of Florida, Inc. Most carriers require a minimum of 30 days written notice to cancel coverage. Please check your policy contracts to be sure you meet the terms of your carrier cancellation provision and avoid duplicate coverage. The network provider/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly. For a current list, you may look on the Internet or call the toll-free number provided in each of the directories. Brown & Brown representatives may from time to time provide guidance regarding certain legal requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice for legal requirements.

Failure to adhere to provisions of the Affordable Care Act (such as pay-or-pay, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your Brown and Brown of Florida, Inc. representative at any time. You are required to comply with Health Care Reform's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the plan renewal date. If an employee must enroll to continue coverage, the SBD must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the new year, the SBC must be provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution guidelines.

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverage's, other parties, such as excess and surplus lines broker, wholesale brokers, reinsurance intermediaries, underwriting managers, and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc. may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payment, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars other insured that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by the insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Request:
Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry.shtml.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

CURRENT GUIDE TO BEST'S RATINGS

Best's Rating:

Represents an opinion based on a company's financial strength, operating performance and market profile

Secure Best's Ratings: A++ to B+ (Superior to Good)
Vulnerable Best's Ratings: B to D (Fair to Poor)

Outlooks:

Positive = indicates possible rating upgrade due to favorable financial/market trend relative to the current rating level.

Not Rated Companies:

NR = Companies that are not rated by A.M. Best

Rating Modifiers:

u = Under Review (change in financial condition)
pd = Public Data (Insurers do not subscribe to Best's rating process)
s = Syndicate (operating at Lloyds)

Financial Size Categories:

Reflects the company's size based on its capital surplus and conditional reserve funds in millions of U.S. dollars, using the scale below:

FSC I	less than 1	less than 1 mill	FSC IX	250 to 500
FSC II	1 to 2	1 to 2	FSC X	500 to 750
FSC III	2 to 5	2 to 5	FSC XI	750 to 1,000
FSC IV	5 to 10	5 to 10	FSC XII	1,000 to 1,250
FSC V	10 to 25	10 to 25	FSC XIII	1,250 to 1,500
FSC VI	25 to 50	25 to 50	FSC XIV	1,500 to 2,000
FSC VII	50 to 100	50 to 100	FSC XV	greater than 2,000
FSC VIII	100 to 250	100 to 250	" -- "	unknown / not rated

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

A.M. BEST'S INSURANCE RATINGS & CARRIER WEBSITES

The insurance company providing coverage has the following A.M. Best Financial Rating:

A++ to D = Highest to Lowest Rating

XV to I = Largest to Smallest Rating

Not Rated Companies:

NR = Not rated by A.M. Best

Carrier Name	Best's Rating for Stability	FSC Rating for Assets/ Surplus	Web Address	Provider Directory
Delta Dental Insurance Company	A	XIV	www.deltadentalins.com	Yes
Everest Reinsurance Company	A+	XV	www.everestre.com	Yes
EyeMed Insurance Company (underwritten by Fidelity Security Life)	A-	VIII	www.enrollwitheyemed.com	Yes
Florida Combined Life Insurance Company, Inc.	A	IX	www.bcbsfl.com	N/A
Florida Health Care Plan Inc.	A+	XV	www.fhcp.com	Yes
Guardian Life Insurance Company of America	A++	XV	www.glic.com	Yes
Hartford Life and Accident Insurance Company	A	XV	www.thehartford.com	N/A
Humana Health Insurance of Florida, Inc. (PPO , EPO, Indemnity Plans)	A-	XV	www.humana.com	Yes
Metropolitan Life Insurance Company	A+	XV	www.metlife.com	Yes
Neighborhood Health Partnership, Inc.	A	XV	www.mynhp.com	Yes
Standard Insurance Company	A	XIV	www.standard.com	N/A
United Healthcare of Florida, Inc. (HMO Paper)	A	XV	www.uhc.com	Yes
UnitedHealthcare Insurance Company (Insurance Paper)	A	XV	www.uhc.com	Yes
USAble Life	A	IX	www.usablelife.com	N/A

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Carrier Requirements
Large Group (50 +)

Florida Health Care Plans

Current
Submission deadline is 15th of month prior
Group questionnaire required
Minimum participation is 75% all eligible
Telemedicine: Doctor on Demand included, additional copays apply

Humana

Submission deadline is 15th of month prior
Group questionnaire required (over 100), Individual questionnaire (50 - 99)
Minimum participation is 75% all eligible
Telemedicine: Doctor on Demand included, additional copays apply

UnitedHealthcare

Submission deadline is 20th of month prior
Group questionnaire required
Minimum participation is 75% all eligible
Telemedicine: Doctor on Demand, Teledoc, Amwell included, additional copays apply

Please Note:
If you are moving your coverage to a new carrier, please do not cancel your in force coverage until advised by Brown & Brown of Florida, Inc.. Most carriers require a minimum of 30 days written notice to cancel coverage (even if it is at the anniversary of the policy). Please check your policy contracts to be sure you meet the terms of your carrier cancellation provision to avoid duplicate coverage.

These deadlines represent the final date most carrier's will accept for the selected effective date, however it does not guarantee that implementation will be completed and ID cards will be delivered by the effective date.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

FEDERAL COMPLIANCE WARNING

Summary Plan Descriptions (SPDs) Must Be Distributed to Your Plan Participants

The Problem

ERISA (the federal Employee Retirement Income Security Act) requires employers who are plan administrators of their group health plans to comply with 2 important requirements or risk potential penalties and possible audits:
1. Maintain and distribute Summary Plan Descriptions (SPDs) to plan participants which accurately reflect the contents of the plan and which include specific information as required under federal law.

2. Group health plans must be administered in accordance with a written Plan Document which must be made available to plan participants and beneficiaries upon request.

Many companies mistakenly assume that insurance contracts, certificates of insurance and benefits summaries fulfill the ERISA requirements for an SPD and Plan Document--but they don't include the required or recommended provisions that protect the plan and the employer.

Penalties for Non-Compliance

Employers/plan administrators may be liable for serious penalties if they don't provide an SPD or have a current Plan Document:
• Failure to provide an SPD or Plan Document within 30 days of receiving a request from a plan participant or beneficiary can result in a penalty of up to $110/day per participant or beneficiary for each violation.
• Lack of an SPD could trigger a plan audit by the U.S. Department of Labor (DOL).
• The DOL has increased its audit staff and national enforcement initiatives to investigate employers' compliance with Health Care Reform, resulting in companies of all sizes being audited and being required to provide an SPD and Plan Document.

The Solution

Typically, the cost to develop an SPD and Plan Document can be very expensive--but we have solved this problem with a sophisticated system developed together with a major ERISA law firm that makes it easy and economical to comply with federal requirements.

Brown & Brown Daytona Beach Retail will provide you with a Wrap SPD and Wrap Plan Document which are designed to wrap around existing certificates of insurance and benefit plan booklets to provide the required provisions and information necessary to comply with ERISA. To be compliant, the Wrap SPD and accompanying benefit plan component documents must be distributed to plan participants. Our document compliance solution includes the following benefits:
• Customized Wrap SPD and Wrap Plan Document that provide the required ERISA provisions and information that will help you achieve compliance.
• Distribution guidelines that explain how and when to provide these compliance documents to your plan participants.
• The ability to keep your documents current and updated should the federal government issue new amendments or if plan information needs to be changed.
PCP Plan Documents—IRS Requirement [NOTE: Only include this paragraph if applicable.]

A Premium Conversion Plan (PCP) is a type of cafeteria plan under Internal Revenue Code Section 125. It provides employees with an opportunity to make their required employee contributions for certain benefits on a pre-tax basis. Under the Code, a PCP must have a written plan document. If you provide this type of benefit to your employees and your business is audited by the IRS, this is one of the documents they will probably request. As part of our services, we can generate a PCP Plan Document and SPD to help you avoid adverse consequences in the event of an IRS audit.

Cost:
• ERISA Wrap Document & Summary Plan Description - $150
• Cafeteria Plan/Premium Conversion Plan - $50
• Updates/Summary of Material Modification - $100

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

City of Holly Hill Carrier Renewal History

Medical	EE Enrolled	% Enrollment Change	Final Est Total Premium	% Premium Change	Initial Blended Rate	Initial Renewal %	Final Blended Rate	Final Renewal %	Negotiated Renewal Savings %	Negotiated Renewal Savings $	Carrier	Notes
2016	107		$1,043,363		1099.9225		$1,057.81				Florida HealthCare	
2017	107	0%	$1,041,019	0%	$1,142.39	8.0%	$1,057.77	0.0%	7.4%	$83,282	Florida HealthCare	
2018	97	-9%	$885,488	-15%	$1,120.17	10.0%	$1,057.77	0.0%	5.6%	$52,244	Florida HealthCare	
2019	106	9%	$1,024,457	16%	$1,162.48	9.9%	$1,115.96	5.5%	4.0%	$42,710	Florida HealthCare	
2020	110	4%	$1,017,122	-1%	$1,188.49	6.5%	$1,115.96	0.0%	6.1%	$66,112	Florida HealthCare	
2021	113	3%	$955,451	-6%	$1,171.75	5.0%	$1,115.96	0%	4.8%	$47,773	Florida HealthCare	
Average		1%	$994,483	-1%	$1,147.53	8%	$1,086.87	1%	6%	$58,424		

Dental	EE Enrolled	% Enrollment Change	Total Premium	% Premium Change	Initial Blended Rate	Initial Renewal %	Final Blended Rate	Final Renewal %	Negotiated Renewal Savings %	Negotiated Renewal Savings $	Carrier	Notes
2016	80		$37,181		$66.42		$60.64				Guardian	
2017	80	0%	$37,181	0%	$66.42	9.5%	$60.64	0.0%	8.7%	$3,543	Guardian	
2018	80	0%	$44,273	19%	$78.80	30.0%	$69.74	15.0%	11.5%	$5,755	Guardian	
2019	85	6%	$45,815	3%	$78.94	13.2%	$66.89	-4.1%	13.9%	$7,423	MetLife	
2020	87	2%	$50,165	9%	$70.20	4.9%	$67.98	1.6%	3.1%	$1,630	MetLife	
2021	87	0%	$57,830	15%	$88.56	30%	$78.37	15.3%	11.5%	$7,518	Metlife	
Average		2%	$45,408	9%	$74.89	18%	$67.37	6%	10%	$5,174		

Vision	EE Enrolled	% Enrollment Change	Final Est Total Premium	% Premium Change	Initial Blended Rate	Initial Renewal %	Final Blended Rate	Final Renewal %	Negotiated Renewal Savings %	Negotiated Renewal Savings $	Carrier	Notes
2016	53		$5,079		$9.52		$9.52				EyeMed	
2017	53	0%	$5,079	0%	$9.52	0.0%	$9.52	0.0%	0.0%	$0	EyeMed	
2018	55	4%	$5,128	1%	$9.52	0.0%	$9.52	0.0%	0.0%	$0	EyeMed	Negotiated Rate Guarantee
2019	57	4%	$5,297	3%	$9.52	0.0%	$9.52	0.0%	0.0%	$0	Eyemed	In a Rate Guarantee
2020	74	30%	$6,461	22%	$9.52	0.0%	$9.52	0.0%	0.0%	$0	Eyemed	In a Rate Guarantee
2021	74	0%	$6,461	0%	$9.52	0.0%	$9.52	0.0%	0.0%	$0	Eyemed	In a Rate Guarantee
Average		7%	$5,584	5%	$9.52	0%	$9.52	0%	0%	$0		

Life	Volume	% Enrollment Change	Final Est Total Premium	% Premium Change	Initial Blended Rate	Initial Renewal %	Final Blended Rate	Final Renewal %	Negotiated Renewal Savings %	Negotiated Renewal Savings $	Carrier	Notes
2016	$4,207,000		$14,640		$0.29		$0.29				0	
2017	$4,207,000	0%	$14,640	0%	$0.29		$0.29	0.0%	0.0%	$0	SunLife	Negotiated Rate Hold
2018	$4,207,000	0%	$14,640	0%	$0.29	0.0%	$0.29	0.0%	0.0%	$0	SunLife	Negotiated Rate Hold
2019	$6,033,995	43%	$23,583	61%	$0.37	28.3%	$0.33	14.5%	10.9%	$2,896	SunLife	
2020	$6,292,830	4%	$20,015	-15%	$0.45	36.1%	$0.27	-18.7%	40.6%	$13,669	USAble	
2021	$6,292,830	0%	$20,015	0%	$0.27	0.0%	$0.27	0.0%	0.0%	$0	USAble	Negotiated Rate Hold
Average		10%	$17,922	9%	$0.33	16%	$0.29	-1%	10%	$3,313		

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Marketing Summary

Medical	
Florida HealthCare	Current
Aetna	Declined Quote (9/2/2021)
Cigna	Declined Quote (8/26/2021)
United Healthcare	See Proposal
Neighborhood Health Partnership	See Proposal
Humana	See Proposal
Alternate Funding Medical	
Benecon	See Proposal
Dental	
MetLife	Current
Delta Dental	See Proposal
Florida Combined Life	See Proposal
Guardian	See Proposal
Lincoln	Declined Quote (9/23/2021)
Mutual of Omaha	Declined Quote (9/29/2021)
Principal	Declined Quote (10/04/2021)
The Standard	See Proposal
Vision	
EyeMed	Current
VSP	Declined Quote (9/16/2021)
The Standard	See Proposal
Guardian	See Proposal
Principal	Declined Quote (10/04/2021)
Life & Voluntary Life	
USAble	Current
Sun Life	Declined Quote (9/28/2021)
Guardian	Declined Quote (9/27/2021)
Principal	Declined Quote (10/04/2021)
Standard	Declined Quote (9/30/2021)
Symetra	Declined Quote (10/5/2021)
The Hartford	See Proposal
FSA / HSA / HRA	
Medcom	See Proposal
EBC Flex	See Proposal
Firefighter Cancer Policy	
Chubb	Renewed: 10/1/2021 until 09/30/2022, Policy information on page 32

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

City of Holly Hill

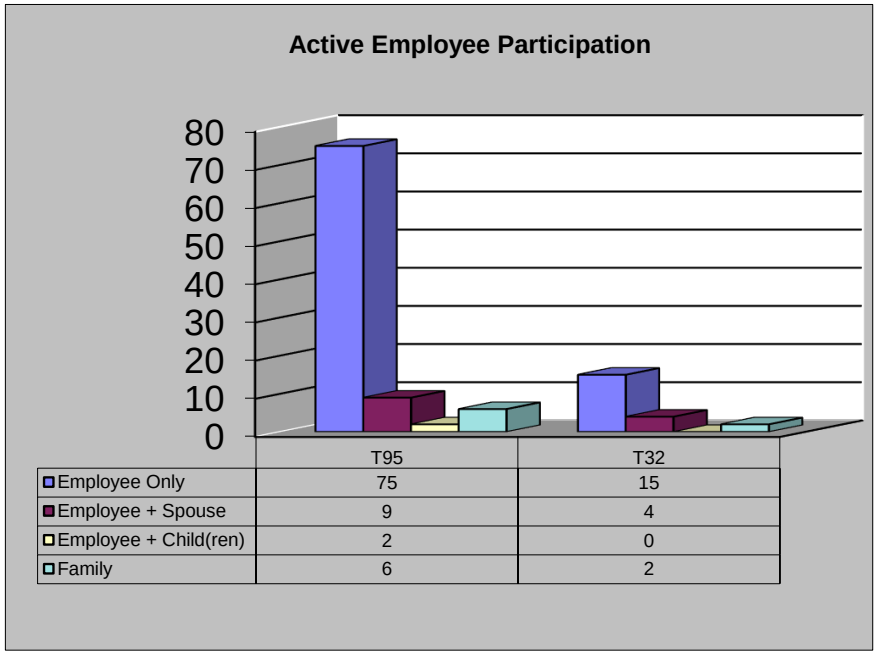
MEDICAL PARTICIPATION OVERVIEW

Enrollment Totals Include Retirees

Enrollment Data	Current/Renewal T95	Current/Renewal T32	
Employee Only	75	15	**90**
Employee + Spouse	9	4	**13**
Employee + Child(ren)	2	0	**2**
Family	6	2	**8**
Total	**92**	**21**	**113**

Declining Medical (waivers only)	3
Participation	97.41%

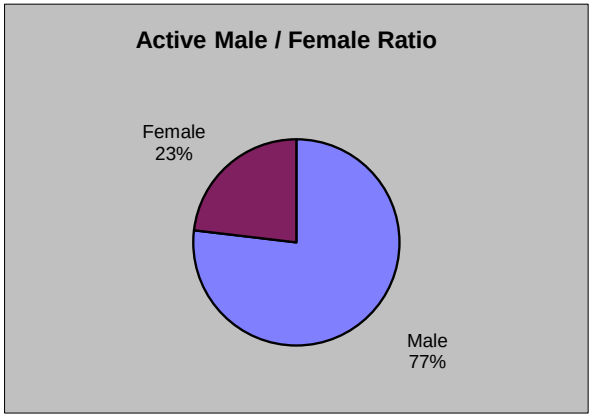
(participation does not include employees with other coverage)



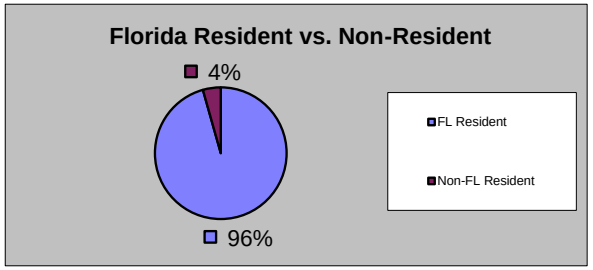
(Includes all employees)

Male	Female
123	37

Average Age
55



FL Resident	153
Non-FL Resident	7



All Out-of-State Residents are Retirees who have Waived Coverage

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Rate Summary

Line of Coverage:		Medical				
Carrier	**Status**	**Additional Details**	**Rate Guarantee**	**Annual Premium**	**$ vs. Current**	**% vs. Current**
Florida Healthcare Plans	Current	Includes Gym		$955,451		
Florida Healthcare Plans	Renewal	Includes Gym	1 year	$1,146,145	$190,694	20.0%
Florida Healthcare Plans	Negotiated Renewal	Includes Gym	1 year	$1,031,494	$76,043	8.0%
Florida Healthcare Plans	Negotiated Renewal	Includes Gym / No Dental	1 year	$1,031,494	$76,043	8.0%
Florida Healthcare Plans	Negotiated Renewal	Excluding Dental & Gyms	1 year	$1,021,968	$66,516	7.0%
Florida Healthcare Plans	Negotiated Renewal	Includes Gyms & Dental	1 year	$1,002,844	$47,393	5.0%
Florida Healthcare Plans	Negotiated Renewal	Includes Dental / No Gyms	1 year	$998,062	$42,611	4.5%
Florida Healthcare Plans	Alternate 1	Includes Gyms / No Dental	1 year	$968,542	$13,091	1.4%
Florida Healthcare Plans	Alternate 1	Excluding Dental & Gyms	1 year	$959,602	$4,151	0.4%
Florida Healthcare Plans	Alternate 1	Includes Gyms & Dental	1 year	$941,641	($13,810)	-1.4%
Florida Healthcare Plans	Alternate 1	Includes Dental / No Gyms	1 year	$937,153	($18,299)	-1.9%
Florida Healthcare Plans	Alternate 2 (Single Plan)	Includes Gyms / No Dental	1 year	$881,702	($73,749)	-7.7%
Florida Healthcare Plans	Alternate 2 (Single Plan)	Excluding Dental & Gyms	1 year	$873,566	($81,885)	-8.6%
Florida Healthcare Plans	Alternate 2 (Single Plan)	Includes Gyms & Dental	1 year	$857,213	($98,238)	-10.3%
Florida Healthcare Plans	Alternate 2 (Single Plan)	Includes Dental / No Gyms	1 year	$853,127	($102,324)	-10.7%
Neighborhood Health Partnership	Option 1	NHP Tiering	1 year	$942,462	($12,989)	-1.4%
Neighborhood Health Partnership	Option 1	Retiered Mirroring FHCP	1 year	$940,046	($15,406)	-1.6%
Neighborhood Health Partnership	Option 2	NHP Tiering	1 year	$945,626	($9,825)	-1.0%
Neighborhood Health Partnership	Option 2	Retiered Mirroring FHCP	1 year	$943,125	($12,327)	-1.3%
United Healthcare	Option 3	UHC Tiering	1 year	$1,146,423	$190,971	20.0%
United Healthcare	Option 3	Retiered Mirroring FHCP	1 year	$1,143,781	$188,330	19.7%
United Healthcare	Option 4	UHC Tiering	1 year	$1,151,597	$196,146	20.5%
United Healthcare	Option 4	Retiered Mirroring FHCP	1 year	$1,148,869	$193,417	20.2%
Humana	Option 5	Option 5	1 year	$1,005,044	$49,593	5.2%
FL Government Healthcare Solutions	Option 6	Expected	9 months	$1,007,738	$52,287	5.5%
FL Government Healthcare Solutions	Option 6	Maximum	9 months	$1,071,612	$116,160	12.2%

Line of Coverage:		Dental				
Carrier	**Status**	**Additional Details**	**Rate Guarantee**	**Annual Premium**	**$ vs. Current**	**% vs. Current**
MetLife	Current			$62,277		
MetLife	Renewal		1 year	$56,052	($6,224)	-10.0%
MetLife	Alternate 1	Dual Option Offering	1 year	$54,440	($7,836)	-12.6%
FCL (BCBS)	Option 1	FHCP savings with sale of FCL dental	2 years	$56,675	($5,601)	-9.0%
Guardian	Option 2		1 year	$52,312	($9,965)	-16.0%
Guardian	Option 3	Dual Option Offering	1 year	$52,935	($9,341)	-15.0%
Delta Dental	Option 4		2 years	$55,311	($6,966)	-11.2%
The Standard	Option 5		2 years	$58,908	($3,369)	-5.4%

Line of Coverage:		Life				
Carrier	**Status**	**Additional Details**	**Rate Guarantee**	**Annual Premium**	**$ vs. Current**	**% vs. Current**
USAble	Current			$20,015		
USAble	Renewal		2 years	$23,791	$3,776	18.9%
Hartford	Option 1		2 years	$28,742	$8,727	43.6%

Line of Coverage:		Vision				
Carrier	**Status**	**Additional Details**	**Rate Guarantee**	**Annual Premium**	**$ vs. Current**	**% vs. Current**
Eyemed	Current			$7,249		
Eyemed	Renewal	No Rate Change	4 years	$7,249	$0	0.0%
Guardian	Option 1		2 years	$7,028	($221)	-3.0%
The Standard	Option 2		2 years	$7,098	($151)	-2.1%
Avesis	Option 3		4 years	$6,754	($495)	-6.8%

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
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	Currently Includes Preferred Fitness Certificate (Gyms)						Without Preferred Fitness Certificate (No Gyms)			
	Current | Renewal | Negotiated Renewal						Negotiated Renewal (No Gyms)			
Vendor	Florida Healthcare Plans			Florida Healthcare Plans			Florida Healthcare Plans		Florida Healthcare Plans	
Plan Name	T32			HDHP T95			T32		HDHP T95	
Plan Type	HMO			HSA			HMO		HSA	
Plan Details	*Network*			*Network*			*Network*		*Network*	
	Single	*Family*	*Family*	*Single*	*Family*	*Family*	*Single*	*Family*	*Single*	*Family*
Plan Deductible	$0		$0	$1,400		$2,800	$0	$0	$1,400	$2,800
Embedded Deductible:	N/A			No			N/A		No	
Calendar or Policy Year:	Calendar			Calendar			Calendar		Calendar	
Coinsurance:	15%			20%			15%		20%	
Maximum Out-of-Pocket:	$2,500		$5,000	$3,000		$6,000	$2,500	$5,000	$3,000	$6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			N/A, Yes, Yes		Yes, Yes, Yes	
Physician Services										
Office Visit:	$20			Deductible + Coinsurance			$20		Deductible + Coinsurance	
Specialist:	$35			Deductible + Coinsurance			$35		Deductible + Coinsurance	
Chiropractic:	$15			Deductible + Coinsurance			$15		Deductible + Coinsurance	
Telemedicine:	$10 (PCP) | $30 (Mental Health)			Ded + $10 (PCP) | Ded + $30 (Mental Health)			$10 (PCP) | $30 (Mental Health)		Ded + $10 (PCP) | Ded + $30 (Mental Health)	
Hospital / Emergency Services										
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)			Deductible + Coinsurance			$250/Day (5 Days Max)		Deductible + Coinsurance	
Emergency Room:	$200			Deductible + Coinsurance			$200		Deductible + Coinsurance	
Urgent Care:	$75			Deductible + Coinsurance			$75		Deductible + Coinsurance	
Outpatient Surgical Facility:	$400			Deductible + Coinsurance			$400		Deductible + Coinsurance	
Ambulatory Surgery Center:	$200			Deductible + Coinsurance			$200		Deductible + Coinsurance	
Diagnostic Services										
Lab & X-Ray Outpatient:	$0			Deductible + Coinsurance			$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	$25			Deductible + Coinsurance			$25		Deductible + Coinsurance	
Prescription Drug										
Deductible:	N/A			Calendar Year Deductible			N/A		Calendar Year Deductible	
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%			$3 | $10 | $30 | $55 | 15% | 25%			$3 | $10 | $30 | $55 | 15% | 25%		$3 | $10 | $30 | $55 | 15% | 25%	
Walgreens Tier:	$15 | $15 | $35 | $60			$15 | $15 | $35 | $60			$15 | $15 | $35 | $60		$15 | $15 | $35 | $60	
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162			$6 | $27 | $87 | $162			$6 | $27 | $87 | $162		$6 | $27 | $87 | $162	
Non-Network Plan Details	*Non-Network*			*Non-Network*			*Non-Network*		*Non-Network*	
Plan Deductible	N/A			$2,800		$5,600	N/A		$2,800	$5,600
Coinsurance:	N/A			40%			N/A		40%	
Maximum Out-of-Pocket:	N/A			$6,000		$12,000	N/A		$6,000	$12,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A		N/A	

Plan Rates | Current Enrollment		Current	Renewal	Negotiated Renewal		Current	Renewal	Negotiated Renewal	Negotiated Renewal (No Gyms)	
Employee:	15	$790.95	$925.19	$832.64	75	$554.69	$671.18	$604.04	$824.95	$598.46
Employee + Spouse:	4	$1,352.53	$1,582.08	$1,423.83	9	$948.52	$1,147.71	$1,032.90	$1,410.68	$1,023.37
Employee + Child(ren):	0	$1,352.53	$1,582.08	$1,423.83	2	$948.52	$1,147.71	$1,032.90	$1,410.68	$1,023.37
Family:	2	$1,661.00	$1,942.91	$1,748.56	6	$1,164.85	$1,409.47	$1,268.48	$1,732.41	$1,256.77
Estimated Monthly Premiums:	21	$20,596	$24,092	$21,682	92	$59,025	$71,420	$64,276	$21,482	$63,682
Estimated Annual Premiums:		**$247,156**	**$289,104**	**$260,184**		**$708,295**	**$857,042**	**$771,309**	**$257,781**	**$764,186**
Rate Change from Current (%):			17.0%	5.3%			21.0%	8.9%	4.3%	7.9%

	Current	Renewal	Negotiated Renewal	Negotiated Renewal (No Gyms)
Estimated Grand Total Annual Premiums:	**$955,451**	**$1,146,145**	**$1,031,494**	**$1,021,968**
PEPY	$8,455	$10,143	$9,128	$9,044
Rate Change from Current (%):		20.0%	8.0%	7.0%
Rate Change from Current ($):		$190,694	$76,043	$66,516

Rates subject to final enrollment and underwriting

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

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Negotiated Renewal Options

Negotiated Renewal Options

Vendor	Florida Healthcare Plans		Florida Healthcare Plans	
Plan Name	T32		HDHP T95	
Plan Type	HMO		HSA	
Plan Details	*Network*		*Network*	
	Single	*Family*	*Single*	*Family*
Plan Deductible	$0	$0	$1,400	$2,800
Embedded Deductible:	N/A		No	
Calendar or Policy Year:	Calendar		Calendar	
Coinsurance:	15%		20%	
Maximum Out-of-Pocket:	$2,500	$5,000	$3,000	$6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes		Yes, Yes, Yes	
Physician Services				
Office Visit:	$20		Deductible + Coinsurance	
Specialist:	$35		Deductible + Coinsurance	
Chiropractic:	$15		Deductible + Coinsurance	
Telemedicine:	$10 (PCP) | $30 (Mental Health)		Ded + $10 (PCP) | Ded + $30 (Mental Health)	
Hospital / Emergency Services				
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)		Deductible + Coinsurance	
Emergency Room:	$200		Deductible + Coinsurance	
Urgent Care:	$75		Deductible + Coinsurance	
Outpatient Surgical Facility:	$400		Deductible + Coinsurance	
Ambulatory Surgery Center:	$200		Deductible + Coinsurance	
Diagnostic Services				
Lab & X-Ray Outpatient:	$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	$25		Deductible + Coinsurance	
Prescription Drug				
Deductible:	N/A		Calendar Year Deductible	
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%		$3 | $10 | $30 | $55 | 15% | 25%	
Walgreens Tier:	$15 | $15 | $35 | $60		$15 | $15 | $35 | $60	
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162		$6 | $27 | $87 | $162	
Non-Network Plan Details	*Non-Network*		*Non-Network*	
Plan Deductible	N/A		$2,800	$5,600
Coinsurance:	N/A		40%	
Maximum Out-of-Pocket:	N/A		$6,000	$12,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A	

Plan Rates | Current Enrollment		Current	Includes Gyms / No Dental	Excluding Dental & Gyms	Includes Gyms & Dental	Includes Dental / No Gyms		Current	Includes Gyms / No Dental	Excluding Dental & Gyms	Includes Gyms & Dental	Includes Dental / No Gyms
Employee:	15	$790.95	$832.64	$824.95	$809.52	$805.66	75	$554.69	$604.04	$598.46	$587.26	$584.46
Employee + Spouse:	4	$1,352.53	$1,423.83	$1,410.68	$1,384.28	$1,377.68	9	$948.52	$1,032.90	$1,023.37	$1,004.22	$999.43
Employee + Child(ren):	0	$1,352.53	$1,423.83	$1,410.68	$1,384.28	$1,377.68	2	$948.52	$1,032.90	$1,023.37	$1,004.22	$999.43
Family:	2	$1,661.00	$1,748.56	$1,732.41	$1,699.99	$1,691.89	6	$1,164.85	$1,268.48	$1,256.77	$1,233.25	$1,227.37
Estimated Monthly Premiums:	21	$20,596	$21,682	$21,482	$21,080	$20,979	92	$59,025	$64,276	$63,682	$62,490	$62,192
Estimated Annual Premiums:		**$247,156**	**$260,184**	**$257,781**	**$252,959**	**$251,753**		**$708,295**	**$771,309**	**$764,186**	**$749,885**	**$746,309**
Rate Change from Current (%):			5.3%	4.3%	2.3%	1.9%			8.9%	7.9%	5.9%	5.4%

	Current	Includes Gyms / No Dental	Excluding Dental & Gyms	Includes Gyms & Dental	Includes Dental / No Gyms
Estimated Grand Total Annual Premiums:	**$955,451**	**$1,031,494**	**$1,021,968**	**$1,002,844**	**$998,062**
PEPY	$8,455	$9,128	$9,044	$8,875	$8,832
Rate Change from Current (%):		8.0%	7.0%	5.0%	4.5%
Rate Change from Current ($):		$76,043	$66,516	$47,393	$42,611

Rates subject to final enrollment and underwriting

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

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City of Holly Hill
January 1, 2022 - December 31, 2022

Alternate 1

Negotiated Alternate Options

	FHCP Renewal HMO Plan	FHCP Alternative HSA/HRA Option
Vendor	Florida Healthcare Plans	Florida Healthcare Plans
Plan Name	T32	TI7/TF7 -MOD
Plan Type	HMO	HSA POS
Plan Details	*Network*	*Network*
	Single / *Family*	*Single* / *Family*
Plan Deductible	$0 / $0	$2,000 / $5,600 ($2,800 Indv.)
Embedded Deductible:	N/A	N/A
Calendar or Policy Year:	Calendar	Calendar
Coinsurance:	15%	30%
Maximum Out-of-Pocket:	$2,500 / $5,000	$5,800 / $13,800 ($6,900 Indv.)
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes	Yes, Yes, Yes
Physician Services		
Office Visit:	$20	Deductible + Coinsurance
Specialist:	$35	Deductible + Coinsurance
Chiropractic:	$15	Deductible + Coinsurance
Telemedicine:	$10 (PCP) | $30 (Mental Health)	Ded + $10 (PCP) | Ded + $30 (Mental Health)
Hospital / Emergency Services		
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)	Deductible + Coinsurance
Emergency Room:	$200	Deductible + Coinsurance
Urgent Care:	$75	Deductible + Coinsurance
Outpatient Surgical Facility:	$400	Deductible + Coinsurance
Ambulatory Surgery Center:	$200	Deductible + Coinsurance
Diagnostic Services		
Lab & X-Ray Outpatient:	$0	Deductible + Coinsurance
Advanced Imaging Services (MRI, MRA, PET, CT):	$25	Deductible + Coinsurance
Prescription Drug		
Deductible:	N/A	Calendar Year Deductible
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%	$3 | $10 | $30 | $55 | 15% | 25%
Walgreens Tier:	$15 | $15 | $35 | $60	$15 | $15 | $35 | $60
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162	$6 | $27 | $87 | $162
Non-Network Plan Details	*Non-Network*	*Non-Network*
Plan Deductible	N/A	$4,000 / $10,000 ($5,000 Indv.)
Coinsurance:	N/A	40%
Maximum Out-of-Pocket:	N/A	$11,600 / $23,200 ($11,600)
Per Occurrence Deductible (Inpatient/Outpatient):	N/A	N/A

Plan Rates | Current Enrollment		Current	Includes Gyms / No Dental	Excluding Dental & Gyms	Includes Gyms & Dental	Includes Dental / No Gyms		Current	Includes Gyms / No Dental	Excluding Dental & Gyms	Includes Gyms & Dental	Includes Dental / No Gyms
Employee:	15	$790.95	$832.64	$824.95	$809.52	$805.66	75	$554.69	$554.74	$549.62	$539.33	$536.76
Employee + Spouse:	4	$1,352.53	$1,423.83	$1,410.68	$1,384.28	$1,377.68	9	$948.52	$948.60	$939.85	$922.26	$917.86
Employee + Child(ren):	0	$1,352.53	$1,423.83	$1,410.68	$1,384.28	$1,377.68	2	$948.52	$948.60	$939.85	$922.26	$917.86
Family:	2	$1,661.00	$1,748.56	$1,732.41	$1,699.99	$1,691.89	6	$1,164.85	$1,164.95	$1,154.20	$1,132.60	$1,127.20
Estimated Monthly Premiums:	21	$20,596	$21,682	$21,482	$21,080	$20,979	92	$59,025	$59,030	$58,485	$57,390	$57,117
Estimated Annual Premiums:		**$247,156**	**$260,184**	**$257,781**	**$252,959**	**$251,753**		**$708,295**	**$708,358**	**$701,821**	**$688,683**	**$685,400**
Rate Change from Current (%):			5.3%	4.3%	2.3%	1.9%			0.0%	-0.9%	-2.8%	-3.2%

	Current	Includes Gyms / No Dental	Excluding Dental & Gyms	Includes Gyms & Dental	Includes Dental / No Gyms
Estimated Grand Total Annual Premiums:	**$955,451**	**$968,542**	**$959,602**	**$941,641**	**$937,153**
PEPY	$8,455	$8,571	$8,492	$8,333	$8,293
Rate Change from Current (%):		1.4%	0.4%	-1.4%	-1.9%
Rate Change from Current ($):		$13,091	$4,151	-$13,810	-$18,299
Estimated Total Annual Premiums with HRA Liability & Admin:		**$1,001,510**	**$992,570**	**$974,609**	**$970,121**
Rate Change from Current (%):		4.8%	3.9%	2.0%	1.5%

HRA Liability: $28,000
HRA Admin Fees: 92 enrolled at $4.50 PEPM = $4,968

Rates subject to final enrollment and underwriting

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
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Alternate 2 - HSA/HRA SINGLE Option

Negotiated Alternate Option

Vendor		Florida Healthcare Plans		
Plan Name		TI7/TF7 -MOD		
Plan Type		HSA POS		
Plan Details		*Network*		
		Single		*Family*
Plan Deductible		$2,000		$5,600 ($2,800 Indv.)
Embedded Deductible:		N/A		
Calendar or Policy Year:		Calendar		
Coinsurance:		30%		
Maximum Out-of-Pocket:		$5,800		$13,800 ($6,900 Indv.)
(Includes Deductible, Copay, Rx)		Yes, Yes, Yes		
Physician Services				
Office Visit:		Deductible + Coinsurance		
Specialist:		Deductible + Coinsurance		
Chiropractic:		Deductible + Coinsurance		
Telemedicine:		Ded + $10 (PCP) | Ded + $30 (Mental Health)		
Hospital / Emergency Services				
Inpatient Hospital Per Admission:		Deductible + Coinsurance		
Emergency Room:		Deductible + Coinsurance		
Urgent Care:		Deductible + Coinsurance		
Outpatient Surgical Facility:		Deductible + Coinsurance		
Ambulatory Surgery Center:		Deductible + Coinsurance		
Diagnostic Services				
Lab & X-Ray Outpatient:		Deductible + Coinsurance		
Advanced Imaging Services (MRI, MRA, PET, CT):		Deductible + Coinsurance		
Prescription Drug				
Deductible:		Calendar Year Deductible		
Prescription Tier:		$3 | $10 | $30 | $55 | 15% | 25%		
Walgreens Tier:		$15 | $15 | $35 | $60		
Mail Order Prescription (90 Day Supply):		$6 | $27 | $87 | $162		
Non-Network Plan Details		*Non-Network*		
Plan Deductible		$4,000		$10,000 ($5,000 Indv.)
Coinsurance:		40%		
Maximum Out-of-Pocket:		$11,600		$23,200 ($11,600)
Per Occurrence Deductible (Inpatient/Outpatient):		N/A		

Plan Rates | Current Enrollment		Includes Gyms / No Dental	Excluding Dental & Gyms	Includes Gyms & Dental	Includes Dental / No Gyms
Employee:	90	$554.74	$549.62	$539.33	$536.76
Employee + Spouse:	13	$948.60	$939.85	$922.26	$917.86
Employee + Child(ren):	2	$948.60	$939.85	$922.26	$917.86
Family:	8	$1,164.95	$1,154.20	$1,132.60	$1,127.20
Estimated Monthly Premiums:	113	$73,475	$72,797	$71,434	$71,094
Estimated Grand Total Annual Premiums:		**$881,702**	**$873,566**	**$857,213**	**$853,127**
Rate Change from Current (%):		-7.7%	-8.6%	-10.3%	-10.7%
Rate Change from Current ($):		-$73,749	-$81,885	-$98,238	-$102,324
Estimated Annual Premiums with HRA Liability & Admin:		**$915,804**	**$907,668**	**$891,315**	**$887,229**
Rate Change from Current (%):		-4.1%	-5.0%	-6.7%	-7.1%

HRA Liability: $28,000
HRA Admin Fees: 113 enrolled at $4.50 PEPM = $6,102

Rates subject to final enrollment and underwriting

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Health Reimbursment Account Coverage

City of Holly Hill

January 1, 2022 - December 31, 2022

	Option 1
Vendor	Medcom
Plan Details	
Initial Set-up Fee:	$0
Annual Renewal Fee:	$0
Admin Fee (pepm):	$4.50
Minimum Monthly Amount:	$50
Rate Guarantee:	3 years (1/1/2022 - 12/31/2024)
Plan Rates	Option 1
Number of Participants:	113
Estimated Annual Premiums (First Year):	**$6,102**
Estimated Annual Premiums:	**$6,102**

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
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Currently Includes Preferred Fitness Certificate (Gyms)

No Motion, No Credits, No Walgreens

	Current | Renewal | Negotiated Renewal						Option 1			
							NHP Network: Florida Only & Emergencies Out-of-State			
Vendor	Florida Healthcare Plans			Florida Healthcare Plans			Neighborhood Health Parnership		Neighborhood Health Parnership	
Plan Name	T32			HDHP T95			BXJR-M | Rx. NHSY		BXNQ-M | Rx. NHSY	
Plan Type	HMO			HSA			Choice HMO		Choice HSA	
Plan Details	*Network*			*Network*			*Network*		*Network*	
	Single	*Family*	*Family*	*Single*	*Family*	*Family*	*Single*	*Family*	*Single*	*Family*
Plan Deductible	$0		$0	$1,400		$2,800	$0	$0	$1,400	$2,800
Embedded Deductible:	N/A			No			N/A		No	
Calendar or Policy Year:	Calendar			Calendar			Calendar		Calendar	
Coinsurance:	15%			20%			15%		20%	
Maximum Out-of-Pocket:	$2,500		$5,000	$3,000		$6,000	$2,500	$5,000	$3,000	$6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			N/A, Yes, Yes		Yes, Yes, Yes	
Physician Services										
Office Visit:	$20			Deductible + Coinsurance			$20		Deductible + Coinsurance	
Specialist:	$35			Deductible + Coinsurance			$35		Deductible + Coinsurance	
Chiropractic:	$15			Deductible + Coinsurance			$20		Deductible + Coinsurance	
Telemedicine:	$10 (PCP) | $30 (Mental Health)			Ded + $10 (PCP) | Ded + $30 (Mental Health)			$0		Deductible + Coinsurance	
Hospital / Emergency Services										
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)			Deductible + Coinsurance			$250/Day (5 Days Max)		Deductible + Coinsurance	
Emergency Room:	$200			Deductible + Coinsurance			$200		Deductible + Coinsurance	
Urgent Care:	$75			Deductible + Coinsurance			$75		Deductible + Coinsurance	
Outpatient Surgical Facility:	$400			Deductible + Coinsurance			$400		Deductible + Coinsurance	
Ambulatory Surgery Center:	$200			Deductible + Coinsurance			$400		Deductible + Coinsurance	
Diagnostic Services										
Lab & X-Ray Outpatient:	$0			Deductible + Coinsurance			$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	$25			Deductible + Coinsurance			$25		Deductible + Coinsurance	
Prescription Drug										
Deductible:	N/A			Calendar Year Deductible			N/A		Calendar Year Deductible	
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%			$3 | $10 | $30 | $55 | 15% | 25%			$10 | $35 | $70		$10 | $35 | $70	
Walgreens Tier:	$15 | $15 | $35 | $60			$15 | $15 | $35 | $60			N/A		N/A	
Specialty Tier:	N/A			N/A			$10 | $150 | $500		$10 | $150 | $500	
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162			$6 | $27 | $87 | $162			2.5x's Copay		2.5x's Copay	
Non-Network Plan Details	*Non-Network*			*Non-Network*			*Non-Network*		*Non-Network*	
Plan Deductible	N/A			$2,800		$5,600	N/A		N/A	
Coinsurance:	N/A			40%			N/A		N/A	
Maximum Out-of-Pocket:	N/A			$6,000		$12,000	N/A		N/A	
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A		N/A	

Plan Rates | Current Enrollment		Current	Renewal	Negotiated Renewal		Current	Renewal	Negotiated Renewal	NHP Tiering	Retiered Mirroring FHCP	NHP Tiering	Retiered Mirroring FHCP
Employee:	15	$790.95	$925.19	$832.64	75	$554.69	$671.18	$604.04	$623.53	$714.27	$490.07	$561.39
Employee + Spouse:	4	$1,352.53	$1,582.08	$1,423.83	9	$948.52	$1,147.71	$1,032.90	$1,508.94	$1,221.40	$1,185.97	$959.98
Employee + Child(ren):	0	$1,352.53	$1,582.08	$1,423.83	2	$948.52	$1,147.71	$1,032.90	$1,126.11	$1,221.40	$885.08	$959.98
Family:	2	$1,661.00	$1,942.91	$1,748.56	6	$1,164.85	$1,409.47	$1,268.48	$2,077.30	$1,499.97	$1,632.68	$1,178.92
Estimated Monthly Premiums:	21	$20,596	$24,092	$21,682	92	$59,025	$71,420	$64,276	$19,543	$18,600	$58,995	$59,738
Estimated Annual Premiums:		**$247,156**	**$289,104**	**$260,184**		**$708,295**	**$857,042**	**$771,309**	**$234,520**	**$223,195**	**$707,943**	**$716,851**
Rate Change from Current (%):			17.0%	5.3%			21.0%	8.9%	-5.1%	-9.7%	0.0%	1.2%

	Current	Renewal	Negotiated Renewal	NHP Tiering	Retiered Mirroring FHCP
Estimated Grand Total Annual Premiums:	**$955,451**	**$1,146,145**	**$1,031,494**	**$942,462**	**$940,046**
PEPY	$8,455	$10,143	$9,128	$8,340	$8,319
Rate Change from Current (%):		20.0%	8.0%	-1.4%	-1.6%
Rate Change from Current ($):		$190,694	$76,043	-$12,989	-$15,406

January 2023 Renewal Rate Cap of: 12.9% is Included

Notes:

NHP Tiering: There are different rates for each of the 4 tiers (Employee Only, Employee + Spouse, Employee + Children, & Family)
FHCP Tiering: The Employee + Spouse and Employee + Child rates are the same
Adding Motion, Implementation & Wellness Credits will result in a 1.5 - 2.5% rate load
For more detail on the Motion program and for additional Pharmacy detail, please see the appendix section of the complete RFP response.

Rates subject to final enrollment and underwriting

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
January 1, 2022 - December 31, 2022

Currently Includes Preferred Fitness Certificate (Gyms)

Current | Renewal | Negotiated Renewal

No Motion, No Credits, National Rx (Includes Walgreens)

Option 2

NHP Network: Florida Only & Emergencies Out-of-State

Vendor	Florida Healthcare Plans			Florida Healthcare Plans			Neighborhood Health Parnership		Neighborhood Health Parnership	
Plan Name	T32			HDHP T95			BXJR-M | Rx. NH21		BXNQ-M | Rx. NH21	
Plan Type	HMO			HSA			Choice HMO		Choice HSA	
Plan Details	*Network*			*Network*			*Network*		*Network*	
	Single	*Family*	*Family*	*Single*	*Family*	*Family*	*Single*	*Family*	*Single*	*Family*
Plan Deductible	$0		$0	$1,400		$2,800	$0	$0	$1,400	$2,800
Embedded Deductible:	N/A			No			N/A		No	
Calendar or Policy Year:	Calendar			Calendar			Calendar		Calendar	
Coinsurance:	15%			20%			15%		20%	
Maximum Out-of-Pocket:	$2,500		$5,000	$3,000		$6,000	$2,500	$5,000	$3,000	$6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			N/A, Yes, Yes		Yes, Yes, Yes	
Physician Services										
Office Visit:	$20			Deductible + Coinsurance			$20		Deductible + Coinsurance	
Specialist:	$35			Deductible + Coinsurance			$35		Deductible + Coinsurance	
Chiropractic:	$15			Deductible + Coinsurance			$20		Deductible + Coinsurance	
Telemedicine:	$10 (PCP) | $30 (Mental Health)			Ded + $10 (PCP) | Ded + $30 (Mental Health)			$0		Deductible + Coinsurance	
Hospital / Emergency Services										
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)			Deductible + Coinsurance			$250/Day (5 Days Max)		Deductible + Coinsurance	
Emergency Room:	$200			Deductible + Coinsurance			$200		Deductible + Coinsurance	
Urgent Care:	$75			Deductible + Coinsurance			$75		Deductible + Coinsurance	
Outpatient Surgical Facility:	$400			Deductible + Coinsurance			$400		Deductible + Coinsurance	
Ambulatory Surgery Center:	$200			Deductible + Coinsurance			$400		Deductible + Coinsurance	
Diagnostic Services										
Lab & X-Ray Outpatient:	$0			Deductible + Coinsurance			$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	$25			Deductible + Coinsurance			$25		Deductible + Coinsurance	
Prescription Drug										
Deductible:	N/A			Calendar Year Deductible			N/A		Calendar Year Deductible	
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%			$3 | $10 | $30 | $55 | 15% | 25%			$10 | $35 | $70		$10 | $35 | $70	
Walgreens Tier:	$15 | $15 | $35 | $60			$15 | $15 | $35 | $60			$10 | $35 | $70		$10 | $35 | $70	
Specialty Tier:	N/A			N/A			$10 | $35 | $70		$10 | $35 | $70	
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162			$6 | $27 | $87 | $162			2.5x's Copay		2.5x's Copay	
Non-Network Plan Details	*Non-Network*			*Non-Network*			*Non-Network*		*Non-Network*	
Plan Deductible	N/A			$2,800		$5,600	N/A		N/A	
Coinsurance:	N/A			40%			N/A		N/A	
Maximum Out-of-Pocket:	N/A			$6,000		$12,000	N/A		N/A	
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A		N/A	

Plan Rates | Current Enrollment		Current	Renewal	Negotiated Renewal		Current	Renewal	Negotiated Renewal	NHP Tiering	Retiered Mirroring FHCP	NHP Tiering	Retiered Mirroring FHCP
Employee:	15	$790.95	$925.19	$832.64	75	$554.69	$671.18	$604.04	$629.10	$720.65	$490.81	$562.24
Employee + Spouse:	4	$1,352.53	$1,582.08	$1,423.83	9	$948.52	$1,147.71	$1,032.90	$1,522.42	$1,232.31	$1,187.76	$961.43
Employee + Child(ren):	0	$1,352.53	$1,582.08	$1,423.83	2	$948.52	$1,147.71	$1,032.90	$1,136.17	$1,232.31	$886.41	$961.43
Family:	2	$1,661.00	$1,942.91	$1,748.56	6	$1,164.85	$1,409.47	$1,268.48	$2,095.86	$1,513.37	$1,635.14	$1,180.71
Estimated Monthly Premiums:	21	$20,596	$24,092	$21,682	92	$59,025	$71,420	$64,276	$19,718	$18,766	$59,084	$59,828
Estimated Annual Premiums:		**$247,156**	**$289,104**	**$260,184**		**$708,295**	**$857,042**	**$771,309**	**$236,615**	**$225,189**	**$709,011**	**$717,936**
Rate Change from Current (%):			17.0%	5.3%			21.0%	8.9%	-4.3%	-8.9%	0.1%	1.4%

	Current	Renewal	Negotiated Renewal	NHP Tiering	Retiered Mirroring FHCP
Estimated Grand Total Annual Premiums:	**$955,451**	**$1,146,145**	**$1,031,494**	**$945,626**	**$943,125**
PEPY	$8,455	$10,143	$9,128	$8,368	$8,346
Rate Change from Current (%):		20.0%	8.0%	-1.0%	-1.3%
Rate Change from Current ($):		$190,694	$76,043	-$9,825	-$12,327

January 2023 Renewal Rate Cap of: 12.9% is Included

Notes:

NHP Tiering: There are different rates for each of the 4 tiers (Employee Only, Employee + Spouse, Employee + Children, & Family)
FHCP Tiering: The Employee + Spouse and Employee + Child rates are the same
Adding Motion, Implementation & Wellness Credits will result in a 1.5 - 2.5% rate load
For more detail on the Motion program and for additional Pharmacy detail, please see the appendix section of the complete RFP response.

Rates subject to final enrollment and underwriting

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
January 1, 2022 - December 31, 2022

Currently Includes Preferred Fitness Certificate (Gyms)

No Motion, No Credits, No Walgreens

	Current | Renewal | Negotiated Renewal						Option 3			
							UHC National Network			
Vendor	Florida Healthcare Plans			Florida Healthcare Plans			UnitedHealthcare		UnitedHealthcare	
Plan Name	T32			HDHP T95			BWQ5-M / Rx 124Y		AHM8-M / Rx 124Y	
Plan Type	HMO			HSA			INS Choice HMO		INS Choice Plus HSA PPO	
Plan Details	*Network*			*Network*			*Network*			
	Single	*Family*	*Family*	*Single*	*Family*	*Family*	*Single*	*Family*	*Single*	*Family*
Plan Deductible	$0		$0	$1,400		$2,800	$0	$0	$1,400	$2,800
Embedded Deductible:	N/A			No			N/A		No	
Calendar or Policy Year:	Calendar			Calendar			Calendar		Calendar	
Coinsurance:	15%			20%			15%		20%	
Maximum Out-of-Pocket:	$2,500		$5,000	$3,000		$6,000	$2,500	$5,000	$3,000	$6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			N/A, Yes, Yes		Yes, N/A, Yes	
Physician Services										
Office Visit:	$20			Deductible + Coinsurance			$20		Deductible + Coinsurance	
Specialist:	$35			Deductible + Coinsurance			$35		Deductible + Coinsurance	
Chiropractic:	$15			Deductible + Coinsurance			$20		Deductible + Coinsurance	
Telemedicine:	$10 (PCP) | $30 (Mental Health)			Ded + $10 (PCP) | Ded + $30 (Mental Health)			$0		Deductible + Coinsurance	
Hospital / Emergency Services										
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)			Deductible + Coinsurance			$250/Day (5 Days Max)		Deductible + Coinsurance	
Emergency Room:	$200			Deductible + Coinsurance			$200		Deductible + Coinsurance	
Urgent Care:	$75			Deductible + Coinsurance			$75		Deductible + Coinsurance	
Outpatient Surgical Facility:	$400			Deductible + Coinsurance			$400		Deductible + Coinsurance	
Ambulatory Surgery Center:	$200			Deductible + Coinsurance			$400		Deductible + Coinsurance	
Diagnostic Services										
Lab & X-Ray Outpatient:	$0			Deductible + Coinsurance			$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	$25			Deductible + Coinsurance			$25		Deductible + Coinsurance	
Prescription Drug										
Deductible:	N/A			Calendar Year Deductible			N/A		Calendar Year Deductible	
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%			$3 | $10 | $30 | $55 | 15% | 25%			$10 | $35 | $70		$10 | $35 | $70	
Walgreens Tier:	$15 | $15 | $35 | $60			$15 | $15 | $35 | $60			N/A		N/A	
Specialty Tier:	N/A			N/A			$10 | $150 | $500		$10 | $150 | $500	
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162			$6 | $27 | $87 | $162			2.5x's Copay		2.5x's Copay	
Non-Network Plan Details	*Non-Network*			*Non-Network*			*Non-Network*		*Non-Network*	
Plan Deductible	N/A			$2,800		$5,600	N/A		$2,800	$5,600
Coinsurance:	N/A			40%			N/A		40%	
Maximum Out-of-Pocket:	N/A			$6,000		$12,000	N/A		$6,000	$12,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A		N/A	

Plan Rates | Current Enrollment		Current	Renewal	Negotiated Renewal		Current	Renewal	Negotiated Renewal	UHC Tiering	Retiered Mirroring FHCP	UHC Tiering	Retiered Mirroring FHCP
Employee:	15	$790.95	$925.19	$832.64	75	$554.69	$671.18	$604.04	$744.94	$853.34	$599.65	$686.91
Employee + Spouse:	4	$1,352.53	$1,582.08	$1,423.83	9	$948.52	$1,147.71	$1,032.90	$1,802.75	$1,459.21	$1,451.15	$1,174.62
Employee + Child(ren):	0	$1,352.53	$1,582.08	$1,423.83	2	$948.52	$1,147.71	$1,032.90	$1,345.38	$1,459.21	$1,082.98	$1,174.62
Family:	2	$1,661.00	$1,942.91	$1,748.56	6	$1,164.85	$1,409.47	$1,268.48	$2,481.78	$1,792.02	$1,997.75	$1,442.51
Estimated Monthly Premiums:	21	$20,596	$24,092	$21,682	92	$59,025	$71,420	$64,276	$23,349	$22,221	$72,187	$73,094
Estimated Annual Premiums:		**$247,156**	**$289,104**	**$260,184**		**$708,295**	**$857,042**	**$771,309**	**$280,184**	**$266,652**	**$866,239**	**$877,130**
Rate Change from Current (%):			17.0%	5.3%			21.0%	8.9%	13.4%	7.9%	22.3%	23.8%

	Current	Renewal	Negotiated Renewal	UHC Tiering	Retiered Mirroring FHCP
Estimated Grand Total Annual Premiums:	**$955,451**	**$1,146,145**	**$1,031,494**	**$1,146,423**	**$1,143,781**
PEPY	$8,455	$10,143	$9,128	$10,145	$10,122
Rate Change from Current (%):		20.0%	8.0%	20.0%	19.7%
Rate Change from Current ($):		$190,694	$76,043	$190,971	$188,330

January 2023 Renewal Rate Cap of: 12.9% is Included

Notes:

UHC Tiering: There are different rates for each of the 4 tiers (Employee Only, Employee + Spouse, Employee + Children, & Family)
FHCP Tiering: The Employee + Spouse and Employee + Child rates are the same
Adding Motion, Implementation & Wellness Credits will result in a 1.5 - 2.5% rate load
For more detail on the Motion program and for additional Pharmacy detail, please see the appendix section of the complete RFP response.

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Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
January 1, 2022 - December 31, 2022

Currently Includes Preferred Fitness Certificate (Gyms)

Current | Renewal | Negotiated Renewal

No Motion, No Credits, National Rx (Includes Walgreens)

Option 4

UHC National Network

Vendor	Florida Healthcare Plans			Florida Healthcare Plans			UnitedHealthcare		UnitedHealthcare	
Plan Name	T32			HDHP T95			BWQ5-M / Rx 570		AHM8-M / Rx 570	
Plan Type	HMO			HSA			INS Choice HMO		INS Choice Plus HSA PPO	
Plan Details	*Network*			*Network*			*Network*			
	Single	*Family*	*Family*	*Single*	*Family*	*Family*	*Single*	*Family*	*Single*	*Family*
Plan Deductible	$0		$0	$1,400		$2,800	$0	$0	$1,400	$2,800
Embedded Deductible:	N/A			No			N/A		No	
Calendar or Policy Year:	Calendar			Calendar			Calendar		Calendar	
Coinsurance:	15%			20%			15%		20%	
Maximum Out-of-Pocket:	$2,500		$5,000	$3,000		$6,000	$2,500	$5,000	$3,000	$6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			N/A, Yes, Yes		Yes, N/A, Yes	
Physician Services										
Office Visit:	$20			Deductible + Coinsurance			$20		Deductible + Coinsurance	
Specialist:	$35			Deductible + Coinsurance			$35		Deductible + Coinsurance	
Chiropractic:	$15			Deductible + Coinsurance			$20		Deductible + Coinsurance	
Telemedicine:	$10 (PCP) | $30 (Mental Health)			Ded + $10 (PCP) | Ded + $30 (Mental Health)			$0		Deductible + Coinsurance	
Hospital / Emergency Services										
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)			Deductible + Coinsurance			$250/Day (5 Days Max)		Deductible + Coinsurance	
Emergency Room:	$200			Deductible + Coinsurance			$200		Deductible + Coinsurance	
Urgent Care:	$75			Deductible + Coinsurance			$75		Deductible + Coinsurance	
Outpatient Surgical Facility:	$400			Deductible + Coinsurance			$400		Deductible + Coinsurance	
Ambulatory Surgery Center:	$200			Deductible + Coinsurance			$400		Deductible + Coinsurance	
Diagnostic Services										
Lab & X-Ray Outpatient:	$0			Deductible + Coinsurance			$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	$25			Deductible + Coinsurance			$25		Deductible + Coinsurance	
Prescription Drug										
Deductible:	N/A			Calendar Year Deductible			N/A		Calendar Year Deductible	
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%			$3 | $10 | $30 | $55 | 15% | 25%			$10 | $35 | $70		$10 | $35 | $70	
Walgreens Tier:	$15 | $15 | $35 | $60			$15 | $15 | $35 | $60			$10 | $35 | $70		$10 | $35 | $70	
Specialty Tier:	N/A			N/A			$10 | $35 | $70		$10 | $35 | $70	
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162			$6 | $27 | $87 | $162			2.5x's Copay		2.5x's Copay	
Non-Network Plan Details	*Non-Network*			*Non-Network*			*Non-Network*		*Non-Network*	
Plan Deductible	N/A			$2,800		$5,600	N/A		$2,800	$5,600
Coinsurance:	N/A			40%			N/A		40%	
Maximum Out-of-Pocket:	N/A			$6,000		$12,000	N/A		$6,000	$12,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A		N/A	

Plan Rates | Current Enrollment		Current	Renewal	Negotiated Renewal		Current	Renewal	Negotiated Renewal	UHC Tiering	Retiered Mirroring FHCP	UHC Tiering	Retiered Mirroring FHCP
Employee:	15	$790.95	$925.19	$832.64	75	$554.69	$671.18	$604.04	$751.59	$860.96	$601.50	$689.03
Employee + Spouse:	4	$1,352.53	$1,582.08	$1,423.83	9	$948.52	$1,147.71	$1,032.90	$1,818.85	$1,472.24	$1,455.63	$1,178.24
Employee + Child(ren):	0	$1,352.53	$1,582.08	$1,423.83	2	$948.52	$1,147.71	$1,032.90	$1,357.39	$1,472.24	$1,086.32	$1,178.24
Family:	2	$1,661.00	$1,942.91	$1,748.56	6	$1,164.85	$1,409.47	$1,268.48	$2,503.94	$1,808.02	$2,003.91	$1,446.96
Estimated Monthly Premiums:	21	$20,596	$24,092	$21,682	92	$59,025	$71,420	$64,276	$23,557	$22,419	$72,409	$73,320
Estimated Annual Premiums:		**$247,156**	**$289,104**	**$260,184**		**$708,295**	**$857,042**	**$771,309**	**$282,686**	**$269,033**	**$868,911**	**$879,836**
Rate Change from Current (%):			17.0%	5.3%			21.0%	8.9%	14.4%	8.9%	22.7%	24.2%

	Current	Renewal	Negotiated Renewal	UHC Tiering	Retiered Mirroring FHCP
Estimated Grand Total Annual Premiums:	**$955,451**	**$1,146,145**	**$1,031,494**	**$1,151,597**	**$1,148,869**
PEPY	$8,455	$10,143	$9,128	$10,191	$10,167
Rate Change from Current (%):		20.0%	8.0%	20.5%	20.2%
Rate Change from Current ($):		$190,694	$76,043	$196,146	$193,417

January 2023 Renewal Rate Cap of: 12.9% is Included

Notes:

UHC Tiering: There are different rates for each of the 4 tiers (Employee Only, Employee + Spouse, Employee + Children, & Family)
FHCP Tiering: The Employee + Spouse and Employee + Child rates are the same
Adding Motion, Implementation & Wellness Credits will result in a 1.5 - 2.5% rate load
For more detail on the Motion program and for additional Pharmacy detail, please see the appendix section of the complete RFP response.

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City of Holly Hill
January 1, 2022 - December 31, 2022

Currently Includes Preferred Fitness Certificate (Gyms)

	Current | Renewal | Negotiated Renewal						Option 5			
Vendor	Florida Healthcare Plans			Florida Healthcare Plans			Humana		Humana	
Plan Name	T32			HDHP T95			OA HMO 16 Copay I/80		16 Coinsh/8050	
Plan Type	HMO			HSA			HMO		NPOS - HDHP	
Plan Details	*Network*			*Network*			*Network*		*Network*	
	Single	*Family*	*Family*	*Single*	*Family*	*Family*	*Single*	*Family*	*Single*	*Family*
Plan Deductible	$0		$0	$1,400		$2,800	$250	$500	$1,500	$3,000
Embedded Deductible:	N/A			No			Yes		No	
Calendar or Policy Year:	Calendar			Calendar			Calendar		Calendar	
Coinsurance:	15%			20%			20%		20%	
Maximum Out-of-Pocket:	$2,500		$5,000	$3,000		$6,000	$2,000	$4,000	$3,000	$6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			Yes, Yes, Yes		Yes, N/A, Yes	
Physician Services										
Office Visit:	$20			Deductible + Coinsurance			$20		Deductible + Coinsurance	
Specialist:	$35			Deductible + Coinsurance			$35		Deductible + Coinsurance	
Chiropractic:	$15			Deductible + Coinsurance			$35		Deductible + Coinsurance	
Telemedicine:	$10 (PCP) | $30 (Mental Health)			Ded + $10 (PCP) | Ded + $30 (Mental Health)			$20		Deductible + Coinsurance	
Hospital / Emergency Services										
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)			Deductible + Coinsurance			Deductible + Coinsurance		Deductible + Coinsurance	
Emergency Room:	$200			Deductible + Coinsurance			$250		Deductible + Coinsurance	
Urgent Care:	$75			Deductible + Coinsurance			$75		Deductible + Coinsurance	
Outpatient Surgical Facility:	$400			Deductible + Coinsurance			Deductible + Coinsurance		Deductible + Coinsurance	
Ambulatory Surgery Center:	$200			Deductible + Coinsurance			Deductible + Coinsurance		Deductible + Coinsurance	
Diagnostic Services										
Lab & X-Ray Outpatient:	$0			Deductible + Coinsurance			$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	$25			Deductible + Coinsurance			$300		Deductible + Coinsurance	
Prescription Drug										
Deductible:	N/A			Calendar Year Deductible			N/A		Calendar Year Deductible	
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%			$3 | $10 | $30 | $55 | 15% | 25%			$10 | $30 | $50 | 25%		$10 | $30 | $50 | 25%	
Walgreens Tier:	$15 | $15 | $35 | $60			$15 | $15 | $35 | $60			N/A		N/A	
Specialty Tier:	N/A			N/A			25% (Preferred) | 35% (Network)		N/A	
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162			$6 | $27 | $87 | $162			2.5x's Copay		2.5x's Copay	
Non-Network Plan Details	*Non-Network*			*Non-Network*			*Non-Network*		*Non-Network*	
Plan Deductible	N/A			$2,800		$5,600	N/A		$4,500	$9,000
Coinsurance:	N/A			40%			N/A		50%	
Maximum Out-of-Pocket:	N/A			$6,000		$12,000	N/A		$9,000	$18,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A		N/A	

Plan Rates | Current Enrollment		Current	Renewal	Negotiated Renewal		Current	Renewal	Negotiated Renewal	Option 5	
Employee:	15	$790.95	$925.19	$832.64	75	$554.69	$671.18	$604.04	$670.38	$552.11
Employee + Spouse:	4	$1,352.53	$1,582.08	$1,423.83	9	$948.52	$1,147.71	$1,032.90	$1,340.75	$1,104.21
Employee + Child(ren):	0	$1,352.53	$1,582.08	$1,423.83	2	$948.52	$1,147.71	$1,032.90	$1,273.72	$1,049.00
Family:	2	$1,661.00	$1,942.91	$1,748.56	6	$1,164.85	$1,409.47	$1,268.48	$2,145.21	$1,766.74
Estimated Monthly Premiums:	21	$20,596	$24,092	$21,682	92	$59,025	$71,420	$64,276	$19,709	$64,045
Estimated Annual Premiums:		**$247,156**	**$289,104**	**$260,184**		**$708,295**	**$857,042**	**$771,309**	**$236,509**	**$768,535**
Rate Change from Current (%):			17.0%	5.3%			21.0%	8.9%	-4.3%	8.5%

	Current	Renewal	Negotiated Renewal	Option 5
Estimated Grand Total Annual Premiums:	**$955,451**	**$1,146,145**	**$1,031,494**	**$1,005,044**
PEPY	$8,455	$10,143	$9,128	$8,894
Rate Change from Current (%):		20.0%	8.0%	5.2%
Rate Change from Current ($):		$190,694	$76,043	$49,593

Notes:

Rates subject to final enrollment and underwriting

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Self-Funded Coverage
City of Holly Hill
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Illustrative Quote
Additionally, please note this is a 9 month contract, the totals have been annualized for comparison purposes. On 10/01/2022 rates may change.

Enrollment		
Single:	90	
Family:	23	**Option 6: Brown & Brown Government Consortium**
Total:	113	
TPA:		United Healthcare
Cooperative:		Florida Government Healthcare Solutions
Reinsurance Carrier:		Everest Re
Fixed Plan Expense		
Specific Deductible:		$60,000
Specific Basis:		9/9
Specific Covers:		Med / Rx
Single Premium Monthly:		$144.95
Family Premium Monthly:		$347.88
Aggregate Basis:		9/9
Aggregate Covers:		Med / Rx
Aggregate Premium Monthly:		$6.00
Annual Stop Loss Premium		$260,697
Annual Administration Cost:		$108,308
Total Annual Fixed Plan Expense:		$369,005
Aggregate Attachment Factors		
Claim Liability - Single:		$403.24
Claim Liability - Family:		$967.78
Maximum Claims:		$702,606
Attachment Percent:		110%
Expected Claims:		$638,733
Total Plan Expense		
Expected Plan Cost:		**$1,007,738**
(%) vs. Current		5.5%
Maximum Plan Cost:		**$1,071,612**
(%) vs. Current		12.2%
Terminal Liability at termination: (3 months)		N/A
Other Information:		
Run-IN Limit		N/A
Run-out Limit		N/A
Lasers		TBD
Advanced Funding		TBD
"No New Lasers at Renewal" Option		Not Included
Renewal Rate Cap		Not Included
Plan Mirroring		Yes
Actively at Work Provision		Waived with Disclosure
Aggregate Annual Maximum		$1,000,000

Final Rates Contingient upon:
Approval of final disclosure. Current status, prognosis, and treatment plan of the top claimant (Sepsis due to Methicillin susceptible Staphylococcus aureus). Updated claims through July and any disclosure updates closer to effective date. Confirmation if anyone is not actively at work since the disclosure was blank.
This proposal is subject to revision if there is a change in effective or renewal dates, a change in plan benefits, or material change in census.
During the initial 12 months in the program "Lasers" may apply at the discretion of the insurance carrier and will be part of the final offer.
Members may be subject to additional fees or charges as voted by the board.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Self-Funded Coverage

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Administrative Fees

Enrollment	
Single:	90
Family:	23
Total:	113

Contract Period:	01/01/2022 - 09/30/2022
Rate Guarantee	9 Months
TPA:	United Healthcare
	Option 6
Plan Administration Cost:	
Medical Administration	$40.18
Network Access Fee	Included
Broker Fee	$0.00
Cooperative Management	$39.36
Subrogation Recovery	33.33%
COBRA Administration	Included
Disease Management	Included
Large Case Management	*Included
Claims Fiduciary Fee	Included
Utilization Review	Included
Shared Savings	35% of savings
Teladoc	Not Included
Monthly Cost per Employee:	$79.87
Annual Administration Cost:	$108,308.19

Additional:	
Network	UHC Choice Plus
PBM	Optum Rx
Rx rebates - % to client	TBD
HSA Admin	$0.23 PEPM

Additional Notes:

*Large Case Management Excluded Conditions	Bariatric Resource Services
	Neonatal Resource Services
	Reproductive Resource Services

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Dental Coverage
City of Holly Hill
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Dual Option

		Current | Renewal | Negotiated Renewal			Alternate 1			
Vendor		Metlife			Metlife		Metlife	
Network:		Metlife PDP Plus			Metlife PDP Plus		Metlife PDP Plus	
Plan Name:		PPO			Low Plan		High Plan	
		Network			*Network*		*Network*	
Plan Details		*Single*		*Family*	*Single*	*Family*	*Single*	*Family*
Coinsurance Percentage (Preventive | Basic | Major | Ortho):		100% | 80% | 50% | 50%			100% | 80% | 50%		100% | 80% | 50% | 50%	
Deductible (Family Maximum):		$50		$150	$50	$150	$50	$150
Deductible Waived for Preventive:		Yes			Yes		Yes	
Calendar or Policy Year Maximum:		$5,000			$2,000		$2,000	
Orthodontic Lifetime Maximum:		$1,000			N/A		$1,000	
Included Adult Ortho:		Yes			N/A		Yes	
Dental Services		*Benefit Level*		*Frequency*	*Benefit Level*	*Frequency*	*Benefit Level*	*Frequency*
Routine Exam & Cleaning:		Preventive		2 per year	Preventive	2 per year	Preventive	2 per year
Fluoride Treatment:		Preventive		2 per year, to age 14	Preventive	1 per year	Preventive	1 per year
X-Ray (Bitewings):		Preventive		1 per year	Preventive	1 per year	Preventive	1 per year
X-Ray (Full Mouth):		Preventive		1 per 5 years	Preventive	1 per 5 years	Preventive	1 per 5 years
Sealants:		Preventive		1 per 3 years, to age 16	Preventive	1 per 3 years, under 16	Preventive	1 per 3 years, under 16
Fillings:		Basic		1 per 2 years	Basic	1 per 2 years	Basic	1 per 2 years
Oral Surgery (Simple):		Basic			Basic		Basic	
Oral Surgery (Complex):		Basic			Basic		Basic	
Root Canal Therapy:		Basic		1 per lifetime	Basic	1 per lifetime	Basic	1 per lifetime
Periodontal Scaling:		Basic		1 per 2 years	Basic	1 per 2 years	Basic	1 per 2 years
Periodontal Surgery:		Basic		1 per 3 years	Basic	1 per 3 years	Basic	1 per 3 years
Crowns:		Major		1 per 10 years	Major	1 per 10 years	Major	1 per 10 years
Bridges		Major		1 per 10 years	Major	1 per 10 years	Major	1 per 10 years
Dentures:		Major		1 per 10 years	Major	1 per 10 years	Major	1 per 10 years
Implants:		Major		1 per 10 years	Major	1 per 10 years	Major	1 per 10 years
Non-Network Details		*Non-Network*			*Non-Network*		*Non-Network*	
Coinsurance Percentage (Preventive | Basic | Major | Ortho):		100% | 80% | 50% | 50%			100% | 50% | 25%		100% | 80% | 50% | 50%	
Deductible (Family Maximum):		$50		$150	$50	$150	$50	$150
Deductible Waived for Preventive:		Yes			Yes		Yes	
Calendar Year Maximum:		$5,000			$2,000		$2,000	
Percent of UCR:		90th			MAC		90th	
Waiting Periods:		None			None		None	
Late Entrant Penalties:		Not Permitted			Not Permitted		Not Permitted	
Allows Annual Open Enrollment:		Yes			Yes		Yes	
Included Rollover:		No			No		No	
Employer Contribution:		0%			0%		0%	
Participation Requirement:		75%			75%		75%	
Rate Guarantee:		1 Year (01/01/2022 - 12/31/2022)			1 Year (01/01/2022 - 12/31/2022)		1 Year (01/01/2022 - 12/31/2022)	

Plan Rates | Current Enrollment		Current	Renewal	Negotiated Renewal	Alternate 1	
Employee:	58	$34.94	$34.94	$31.45	$25.10	$31.10
Employee + Spouse:	21	$71.92	$71.92	$64.73	$49.89	$61.81
Employee + Child(ren):	8	$80.54	$80.54	$72.49	$53.81	$70.66
Family:	8	$126.07	$126.07	$113.46	$83.92	$108.70
Total:	95					
Estimated Monthly Premiums:		$5,190	$5,190	$4,671	$0	$4,537
Estimated Annual Premiums:		**$62,277**	**$62,277**	**$56,052**	**$0**	**$54,440**
PEPY		**$656**	**$656**	**$590**		**$573**
Rate Change from Current (%):			0.0%	-10.0%	Migration to Low Plan is Unkown	-12.6%
Rate Change from Current ($):			$0	-$6,224		-$7,836

Current Participation is 90%

	Alternate 1
	$54,440
Rate Change from Current (%):	-12.6%
Rate Change from Current ($):	-$7,836

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Dental Coverage
City of Holly Hill
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	Current | Renewal | Negotiated Renewal			Option 1		Option 2	
Vendor	Metlife			Florida Combined Life (BCBS)		Guardian	
Network:	Metlife PDP Plus			BlueDental Choice		Dental Guard Preferred	
Plan Name:	PPO			Plus Voluntary		Network Access Plan (PX)	
	Network			*Network*		*Network*	
Plan Details	*Single*		*Family*	*Single*	*Family*	*Single*	*Family*
Coinsurance Percentage (Preventive | Basic | Major | Ortho):	100% | 80% | 50% | 50%			100% | 80% | 50% | 50%		100% | 80% | 50% | 50%	
Deductible (Family Maximum):	$50		$150	$50	$150	$50	$150
Deductible Waived for Preventive:	Yes			Yes		Yes	
Calendar or Policy Year Maximum:	$5,000			$5,000		$5,000	
Orthodontic Lifetime Maximum:	$1,000			$1,000		$1,000	
Included Adult Ortho:	Yes			Yes		Yes	
Dental Services	*Benefit Level*		*Frequency*	*Benefit Level*	*Frequency*	*Benefit Level*	*Frequency*
Routine Exam & Cleaning:	Preventive		2 per year	Preventive	2 per year	Preventive	2 per year
Fluoride Treatment:	Preventive		2 per year, to age 14	Preventive	2 per year, under 14	Preventive	2 per year, to age 14
X-Ray (Bitewings):	Preventive		1 per year	Preventive	1 per year	Preventive	1 per year
X-Ray (Full Mouth):	Preventive		1 per 5 years	Preventive	1 per 3 years	Preventive	1 per 5 years
Sealants:	Preventive		1 per 3 years, to age 16	Preventive	Under age 16	Preventive	1 per 3 years, to age 16
Fillings:	Basic		1 per 2 years	Basic	1 per year	Basic	1 per 3 years
Oral Surgery (Simple):	Basic			Basic		Basic	
Oral Surgery (Complex):	Basic			Basic		Basic	
Root Canal Therapy:	Basic		1 per lifetime	Basic		Basic	1 per lifetime
Periodontal Scaling:	Basic		1 per 2 years	Basic		Basic	1 per 2 years
Periodontal Surgery:	Basic		1 per 3 years	Basic		Basic	1 per 3 years
Crowns:	Major		1 per 10 years	Major	1 per 5 years	Major	1 per 10 years
Bridges	Major		1 per 10 years	Major	1 per 5 years	Major	1 per 10 years
Dentures:	Major		1 per 10 years	Major	1 per 5 years	Major	1 per 10 years
Implants:	Major		1 per 10 years	Major	1 per lifetime	Major	
Non-Network Details	*Non-Network*			*Non-Network*		*Non-Network*	
Coinsurance Percentage (Preventive | Basic | Major | Ortho):	100% | 80% | 50% | 50%			100% | 80% | 50% | 50%		100% | 80% | 50% | 50%	
Deductible (Family Maximum):	$50		$150	$50	$150	$50	$150
Deductible Waived for Preventive:	Yes			Yes		Yes	
Calendar Year Maximum:	$5,000			$5,000		$5,000	
Percent of UCR:	90th			90th		90th	
Waiting Periods:	None			None		None	
Late Entrant Penalties:	Not Permitted			Not Permitted		*None if enrolled during OE	
Allows Annual Open Enrollment:	Yes			Yes		Yes, included with section 125	
Included Rollover:	No			Yes		Yes	
Employer Contribution:	0%			0%		0%	
Participation Requirement:	75%			Greater of 35% or 10 lives		59%	
Rate Guarantee:	1 Year (01/01/2022 - 12/31/2022)			2 Years (01/01/2022 - 12/31/2023)		1 Year (01/01/2021 - 12/31/2021)	

Plan Rates | Current Enrollment		Current	Renewal	Negotiated Renewal	Option 1	Option 2
Employee:	58	$34.94	$34.94	$31.45	$31.80	$29.35
Employee + Spouse:	21	$71.92	$71.92	$64.73	$65.45	$60.41
Employee + Child(ren):	8	$80.54	$80.54	$72.49	$73.29	$67.65
Family:	8	$126.07	$126.07	$113.46	$114.72	$105.90
Total:	95					
Estimated Monthly Premiums:		$5,190	$5,190	$4,671	$4,723	$4,359
Estimated Annual Premiums:		**$62,277**	**$62,277**	**$56,052**	**$56,675**	**$52,312**
PEPY		**$656**	**$656**	**$590**	**$597**	**$551**
Rate Change from Current (%):			0.0%	-10.0%	-9.0%	-16.0%
Rate Change from Current ($):			$0	-$6,224	-$5,601	-$9,965

Notes:

Current Participation is 90%

*If not enrolled in OE: 6 mths Basic, 12 Major, 24 ortho (Tech credits of 3% included)
*Dental rates can be sold stand-alone or packaged Tech Credits of 3% Included

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Dental Coverage

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Dual Option

	Current | Renewal | Negotiated Renewal	Option 3	
Vendor	Metlife	Guardian	Guardian
Network:	Metlife PDP Plus	Dental Guard Preferred	Dental Guard Preferred
Plan Name:	PPO	Base (Split Value Plan) N7	Network Access Plan (PX)
	Network	*Network*	*Network*
Plan Details	*Single* / *Family*	*Single* / *Family*	*Single* / *Family*
Coinsurance Percentage (Preventive | Basic | Major | Ortho):	100% | 80% | 50% | 50%	100% | 80% | 50% | 50%	100% | 90% | 60% | 50%
Deductible (Family Maximum):	$50 / $150	$50 / $150	$50 / $150
Deductible Waived for Preventive:	Yes	Yes	Yes
Calendar or Policy Year Maximum:	$5,000	$4,500	$5,000
Orthodontic Lifetime Maximum:	$1,000	$1,000	$1,000
Included Adult Ortho:	Yes	Yes	Yes
Dental Services	*Benefit Level* / *Frequency*	*Benefit Level* / *Frequency*	*Benefit Level* / *Frequency*
Routine Exam & Cleaning:	Preventive / 2 per year	Preventive / 2 per year	Preventive / 2 per year
Fluoride Treatment:	Preventive / 2 per year, to age 14	Preventive / 2 per year, to age 14	Preventive / 2 per year, to age 14
X-Ray (Bitewings):	Preventive / 1 per year	Preventive / 1 per year	Preventive / 1 per year
X-Ray (Full Mouth):	Preventive / 1 per 5 years	Preventive / 1 per 5 years	Preventive / 1 per 5 years
Sealants:	Preventive / 1 per 3 years, to age 16	Preventive / 1 per 3 years, to age 16	Preventive / 1 per 3 years, to age 16
Fillings:	Basic / 1 per 2 years	Basic / 1 per 3 years	Basic / 1 per 3 years
Oral Surgery (Simple):	Basic	Basic	Basic
Oral Surgery (Complex):	Basic	Basic	Basic
Root Canal Therapy:	Basic / 1 per lifetime	Basic / 1 per lifetime	Basic / 1 per lifetime
Periodontal Scaling:	Basic / 1 per 2 years	Basic / 1 per 2 years	Basic / 1 per 2 years
Periodontal Surgery:	Basic / 1 per 3 years	Basic / 1 per 3 years	Basic / 1 per 3 years
Crowns:	Major / 1 per 10 years	Major / 1 per 10 years	Major / 1 per 10 years
Bridges	Major / 1 per 10 years	Major / 1 per 10 years	Major / 1 per 10 years
Dentures:	Major / 1 per 10 years	Major / 1 per 10 years	Major / 1 per 10 years
Implants:	Major / 1 per 10 years	Major	Major
Non-Network Details	*Non-Network*	*Non-Network*	*Non-Network*
Coinsurance Percentage (Preventive | Basic | Major | Ortho):	100% | 80% | 50% | 50%	80% | 70% | 40% | 50%	100% | 80% | 50% | 50%
Deductible (Family Maximum):	$50 / $150	$100 / $300	$50 / $150
Deductible Waived for Preventive:	Yes	No	Yes
Calendar Year Maximum:	$5,000	$4,500	$5,000
Percent of UCR:	90th	MAC	90th
Waiting Periods:	None	None	None
Late Entrant Penalties:	Not Permitted	*None if enrolled during OE	*None if enrolled during OE
Allows Annual Open Enrollment:	Yes	Yes, included with section 125	Yes, included with section 125
Included Rollover:	No	Yes	Yes
Employer Contribution:	0%	0%	0%
Participation Requirement:	75%	59%	59%
Rate Guarantee:	1 Year (01/01/2022 - 12/31/2022)	1 Year (01/01/2022 - 12/31/2022)	1 Year (01/01/2021 - 12/31/2021)

Plan Rates | Current Enrollment		Current	Renewal	Negotiated Renewal	Option 3	Option 3
Employee:	58	$34.94	$34.94	$31.45	$19.70	$29.70
Employee + Spouse:	21	$71.92	$71.92	$64.73	$39.95	$61.13
Employee + Child(ren):	8	$80.54	$80.54	$72.49	$47.88	$68.46
Family:	8	$126.07	$126.07	$113.46	$72.49	$107.16
Total:	95					
Estimated Monthly Premiums:		$5,190	$5,190	$4,671	$0	$4,411
Estimated Annual Premiums:		**$62,277**	**$62,277**	**$56,052**	**$0**	**$52,935**
PEPY		**$656**	**$656**	**$590**		**$557**
Rate Change from Current (%):			0.0%	-10.0%	Migration to Low Plan is Unkown	-15.0%
Rate Change from Current ($):			$0	-$6,224		-$9,341

Current Participation is 90%

	Option 3
	$52,935
Rate Change from Current (%):	-15.0%
Rate Change from Current ($):	-$9,341

Notes:

*If not enrolled in OE: 6 mths Basic, 12 Major, 24 ortho
Tech Credits of 3% included
Dental rates can be sold stand-alone or packaged

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	Current | Renewal | Negotiated Renewals			Option 5		Option 6	
Vendor	Metlife			Delta Dental		The Standard	
Network:	Metlife PDP Plus			Delta Dental PPO		Ameritas	
Plan Name:	PPO			Program A		Plan 1 PPO	
	Network			Network		Network	
Plan Details	Single		Family	Single	Family	Single	Family
Coinsurance Percentage (Preventive | Basic | Major | Ortho):	100% | 80% | 50% | 50%			100% | 80% | 50% | 50%		100% | 80% | 50% | 50%	
Deductible (Family Maximum):	$50		$150	$50	$150	$50	$150
Deductible Waived for Preventive:	Yes			Yes		Yes	
Calendar or Policy Year Maximum:	$5,000			$5,000		$3,000	
Orthodontic Lifetime Maximum:	$1,000			$1,000		$1,000	
Included Adult Ortho:	Yes			Yes		Yes	
Dental Services	Benefit Level		Frequency	Benefit Level	Frequency	Benefit Level	Frequency
Routine Exam & Cleaning:	Preventive		2 per year	Preventive	2 per year	Preventive	2 per year
Fluoride Treatment:	Preventive		2 per year, to age 14	Preventive	2 per year, to age 19	Preventive	2 per year, 13 & under
X-Ray (Bitewings):	Preventive		1 per year	Preventive	1 per year*	Preventive	1 per year
X-Ray (Full Mouth):	Preventive		1 per 5 years	Preventive	1 per 5 years	Preventive	1 per 5 years
Sealants:	Preventive		1 per 3 years, to age 16	Preventive	through age 15	Preventive	Age 15 & under
Fillings:	Basic		1 per 2 years	Basic		Basic	
Oral Surgery (Simple):	Basic			Basic		Basic	
Oral Surgery (Complex):	Basic			Basic		Basic	
Root Canal Therapy:	Basic		1 per lifetime	Basic		Basic	
Periodontal Scaling:	Basic		1 per 2 years	Basic	1 per 2 years	Basic	
Periodontal Surgery:	Basic		1 per 3 years	Basic	1 per 3 years	Basic	
Crowns:	Major		1 per 10 years	Major	1 per 5 years	Major	1 per 10 years
Bridges	Major		1 per 10 years	Major	1 per 5 years	Major	1 per 10 years
Dentures:	Major		1 per 10 years	Major	1 per 5 years	Major	1 per 10 years
Implants:	Major		1 per 10 years	Major	1 per 5 years	Major	
Non-Network Details	Non-Network			Non-Network		Non-Network	
Coinsurance Percentage (Preventive | Basic | Major | Ortho):	100% | 80% | 50% | 50%			100% | 80% | 50% | 50%		100% | 80% | 50% | 50%	
Deductible (Family Maximum):	$50		$150	$50	$150	$50	$150
Deductible Waived for Preventive:	Yes			Yes		Yes	
Calendar Year Maximum:	$5,000			$5,000		$3,000	
Percent of UCR:	90th			90th		90th	
Waiting Periods:	None			None		None	
Late Entrant Penalties:	Not Permitted			Not Permitted		Not Permitted	
Allows Annual Open Enrollment:	Yes			Yes		Yes	
Included Rollover:	No			No		Yes	
Employer Contribution:	0%			0%		0%	
Participation Requirement:	75%			Assumes 81 enrollees		Greater of 60% or 10 lives	
Rate Guarantee:	1 Year (01/01/2022 - 12/31/2022)			2 Years (01/01/2022 - 12/31/2023)		2 Years (01/01/2022 - 12/31/2023)	

Plan Rates | Current Enrollment		Current	Renewal	Negotiated Renewal	Option 5	Option 6
Employee:	58	$34.94	$34.94	$31.45	$31.03	$33.08
Employee + Spouse:	21	$71.92	$71.92	$64.73	$63.88	$67.32
Employee + Child(ren):	8	$80.54	$80.54	$72.49	$71.53	$81.42
Family:	8	$126.07	$126.07	$113.46	$111.97	$115.66
Total:	95					
Estimated Monthly Premiums:		$5,190	$5,190	$4,671	$4,609	$4,909
Estimated Annual Premiums:		**$62,277**	**$62,277**	**$56,052**	**$55,311**	**$58,908**
PEPY		**$656**	**$656**	**$590**	**$582**	**$620**
Rate Change from Current (%):			0.0%	-10.0%	-11.2%	-5.4%
Rate Change from Current ($):			$0	-$6,224	-$6,966	-$3,369

Notes: **Current Participation is 90%**

*2 per year under age 18

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Vision Coverage

City of Holly Hill
January 1, 2022 - December 31, 2022

	Current | Renewal	Option 1
Vendor	Eyemed	Guardian
Network	Eyemed Select	Davis / Full Feature
Plan Name	PPO Vision	Designer B
Copays	***Network***	***Network***
Exam:	$10	$10
Materials:	$25	$25
Contact Fitting & Follow-up:	up to $40	Included in Allowance
Frequencies		
Exams:	12 months	12 months
Lenses:	12 months	12 months
Frames:	24 months	24 months
Contacts:	12 months	12 months
Allowances		
Frames:	$100	$120
Contact (Elective):	$115	$120
Contact (Medically Necessary):	Covered in full	Covered in full
Non-Network Allowances	***Non-Network***	***Non-Network***
Exam:	up to $35	up to $50
Single Vision:	up to $35	up to $48
Bifocal:	up to $49	up to $67
Trifocal:	up to $74	up to $86
Frames:	up to $50	up to $48
Contact (Elective):	up to $92	up to $105
Contact (Medically Necessary):	up to $210	up to $210
Employer Contribution:	0%	0%
Participation Requirement:	10 enrolled	51%
Rate Guarantee:	4 Years (1/1/2022 - 12/31/2025)	2 years (1/1/2022 - 12/31/2023)

Plan Rates | Current Enrollment		Current	Renewal	Option 1
Employee:	46	$4.86	$4.86	$4.71
Employee + Spouse:	21	$9.23	$9.23	$8.95
Employee + Child(ren):	6	$9.72	$9.72	$9.43
Family:	9	$14.26	$14.26	$13.83
Total:	82			
Estimated Monthly Premiums:		$604	$604	$586
Estimated Annual Premiums:		**$7,249**	**$7,249**	**$7,028**
PEPY		**$88**	**$88**	**$86**
Rate Change from Current (%):			0.0%	-3.0%
Rate Change from Current ($):			$0	-$221

Notes:

Vision Rates are Packaged with Dental, if sold stand-alone Vision rates would be loaded an additional 30%

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Vision Coverage

City of Holly Hill
January 1, 2022 - December 31, 2022

		Current | Renewal		Option 2	Option 3
Vendor		Eyemed		The Standard	Avesis
Network		Eyemed Select		EyeMed Insight Network	Avesis
Plan Name		PPO Vision		Balanced Care Vision II Plan H	120120EZ1L4
Copays		***Network***		***Network***	***Network***
Exam:		$10		$10	$10
Materials:		$25		$25	$25
Contact Fitting & Follow-up:		up to $40		up to $40	up to $50
Frequencies					
Exams:		12 months		12 months	12 months
Lenses:		12 months		12 months	12 months
Frames:		24 months		24 months	24 months
Contacts:		12 months		12 months	12 months
Allowances					
Frames:		$100		$100	$120
Contact (Elective):		$115		$115	$120
Contact (Medically Necessary):		Covered in full		Covered in full	Covered in full
Non-Network Allowances		***Non-Network***		***Non-Network***	***Non-Network***
Exam:		up to $35		up to $35	up to $35
Single Vision:		up to $35		up to $25	up to $25
Bifocal:		up to $49		up to $40	up to $40
Trifocal:		up to $74		up to $55	up to $50
Frames:		up to $50		up to $45	up to $45
Contact (Elective):		up to $92		up to $100	up to $102
Contact (Medically Necessary):		up to $210		up to $200	up to $250
Employer Contribution:		0%		0%	0%
Participation Requirement:		10 enrolled		The greater of 50% or 10 lives	None
Rate Guarantee:		4 Years (1/1/2022 - 12/31/2025)		2 years (1/1/2022 - 12/31/2023)	4 years (1/1/2022 - 12/31/2025)
Plan Rates | Current Enrollment		Current	Renewal	Option 2	Option 3
Employee:	46	$4.86	$4.86	$4.76	$4.50
Employee + Spouse:	21	$9.23	$9.23	$9.56	$9.00
Employee + Child(ren):	6	$9.72	$9.72	$8.57	$9.20
Family:	9	$14.26	$14.26	$13.37	$12.40
Total:	82				
Estimated Monthly Premiums:		$604	$604	$591	$563
Estimated Annual Premiums:		**$7,249**	**$7,249**	**$7,098**	**$6,754**
PEPY		**$88**	**$88**	**$87**	**$82**
Rate Change from Current (%):			0.0%	-2.1%	-6.8%
Rate Change from Current ($):			$0	-$151	-$495

Notes:

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Group Life & AD&D Coverage

City of Holly Hill
January 1, 2022 - December 31, 2022

Basic Life:	6,292,830	6,270,000
AD&D:	4,736,000	4,599,000

	Current | Renewal	Option 1
Vendor	USAble	Hartford

Class Definition | Plan Details:		Benefit	Maximum	Guarantee Issue	Benefit	Maximum	Guarantee Issue
Class 1:	Mayors & Commissioners	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
Class 2:	Union Police Officers	1x's Salary	$50,000	$50,000	1x's Salary	$50,000	$50,000
Class 3:	Union Firefighters	1x's Salary	$50,000	$50,000	1x's Salary	$50,000	$50,000
Class 4:	Union EE's not eligible in another group	1x's Salary	$50,000	$50,000	1x's Salary	$50,000	$50,000
Class 5:	Non-Union EE's w/ salaries >$49,000	1x's Salary	$100,000	$100,000	1x's Salary	$100,000	$100,000
Class 6:	Non-Union EE's w/ salaries <$49,000	1x's Salary	$50,000	$50,000	1x's Salary	$50,000	$50,000
Class 7:	City Manager	1x's Salary	$175,000	$175,000	1x's Salary	$175,000	$175,000
Class 8:	Retirees who retired on or after to July 7, 2007	1x's Salary	$150,000	$150,000	1x's Salary	$50,000	$50,000
Class 9:	Retirees who retired prior to July 7, 2007	1x's Salary	$150,000	$150,000	1x's Salary	$50,000	$50,000
Plan Details (Dependent):							
Spouse		$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
Child		Birth to 6 mths:		$1,000	Birth to 6 mths:		$1,000
		6 mths to 26 yrs:		$2,500	6 mths to 26 yrs:		$2,500
Not to exceed:			26 Years			26 Years	
Reduction Schedule:		50% at age 75 (Class 1,2,3,4,5,6,7,8) 35% at age 65, 58% at age 70, 72% at age 75 (Class 9)			50% at age 75 (Class 1,2,3,4,5,6,7,8) 35% at age 65, 58% at age 70, 72% at age 75 (Class 9)		
Waiver of Premium:			Included			Included (Class 1 - 7)	
Conversion:			Included			Included	
Accelerated Death Benefit:			Included			Included (Class 1 - 7)	
Seatbelt/Safe Driver Benefit:			Included (Classes 1 - 7)			Included	
Actively at Work Provision:			Included			Included	
Employer Contribution:			100%			100%	
Participation Requirement:			100%			100%	
Rate Guarantee:			2 Years (01/01/2021 - 12/31/2023)			2 Years (01/01/2021 - 12/31/2023)	

Plan Rates	Current	Renewal	Option 1
Basic Life	$0.250	$0.300	$0.360
AD&D	$0.020	$0.020	$0.030
Dependent (Not included in premium)	$1.680	$1.680	$5.056
Estimated Monthly Premiums:	$1,668	$1,983	$2,395
Estimated Annual Premiums:	**$20,015**	**$23,791**	**$28,742**
Rate Change from Current (%):		18.9%	43.6%
Rate Change from Current ($):		$3,776	$8,727

Notes:

The Hartford Retiree Life is capped at $50k for the maximum benefit.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Voluntary Group Life & AD&D Coverage
City of Holly Hill
January 1, 2022 - December 31, 2022

	Current | Renewal		Option 1	
Vendor	USAble		Hartford	
Plan Details (Employee)	***Mayor, Commissioners, & All Other Eligible Employees***			
Benefit (Increments of):	$10,000		$10,000	
Not to Exceed:	5x's Salary		5x's Salary	
Maximum Benefit:	$500,000		$500,000	
Guarantee Issue:	$120,000		$120,000	
Plan Details (Dependent)				
Spouse Benefit (Increments of):	$5,000		$5,000	
Maximum Benefit:	$250,000		$250,000	
Guarantee Issue:	$30,000		$30,000	
Not to Exceed:	100% of the employees amount		50% of the employees amount	
Child(ren) Benefit:	Birth - 6 months	$1,000	Birth - 6 months	$1,000
Child(ren) Benefit:	6 months-26 years	$2k, $4k, $6k, $8k, $10k	6 months-26 years	$2k, $4k, $6k, $8k, $10k
Full-Time Student:	26 years			
Reduction Schedule:	50% at age 75		50% at age 75	
Waiver of Premium:	Included		Included	
Portability:	Included		Included	
Accelerated Death Benefit:	Included		Included	
Seatbelt/Safe Driver Benefit:	Included		Included	
Actively at Work Provision:	Included		Included	
Employer Contribution:	0%		0%	
Participation Requirement:	25%		43%	
Rate Guarantee:	2 Years (01/01/2022 - 12/31/2023)		2 Years (01/01/2021 - 12/31/2023)	

Plan Rates per $1,000	Current | Renewal		Option 1	
	Employee	Spouse	Employee	Spouse
Under 20	$0.072	$0.042	$0.072	$0.042
Age 20 - 24	$0.072	$0.042	$0.072	$0.042
Age 25 - 29	$0.082	$0.051	$0.082	$0.051
Age 30 - 34	$0.102	$0.068	$0.102	$0.068
Age 35 - 39	$0.146	$0.076	$0.146	$0.076
Age 40 - 44	$0.208	$0.085	$0.208	$0.085
Age 45 - 49	$0.330	$0.127	$0.330	$0.127
Age 50 - 54	$0.524	$0.195	$0.524	$0.195
Age 55 - 59	$0.806	$0.365	$0.806	$0.365
Age 60 - 64	$1.258	$0.560	$1.258	$0.560
Age 65 - 69	$2.184	$1.077	$2.184	$1.077
Age 70 - 74	$3.896	$1.077	$3.896	$1.077
Age 75 - 79	$7.634	$1.077	$7.634	$1.077
Age 80 - 84	$7.634	$1.077	$7.634	$1.077
Age 85 - 89	$7.634	$1.077	$7.634	$1.077
Age 90+	$7.634	$1.077	$7.634	$1.077
AD&D	$0.023	$0.023	$0.025	$0.025
Child AD&D	$0.225 $0.026		$1.525 $0.687	

Notes: ***No Rate Change***

Premium Calculation
Step 1: Benefit _____ / 1000 = _____ # Units
Step 2: # Units _____ x _____ Age-banded Rate = $_____ Premium Per Month

Example: 44 year old, $200,000 Benefit
$200,000 / 1000= 200 Units
200 x Age 44 rate = $41.60

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

436 Walnut Street
Philadelphia, PA 19106
800-352-4462

Group Cancer Insurance Application

Application is hereby made for a plan of Blanket Cancer Insurance based on the following statements and representations:

Policyholder (Full Legal Name): City of Holly Hill

Street Address: 1065 Ridgewood Avenue

City, State, Zip: Holly Hill, FL 32117

The terms and conditions of the requested plan of insurance may vary in certain states as required by the laws of those states. The terms of the policy when issued will govern. It is agreed the insurance applied for will not become effective unless: a) this Application is received and approved by the Insurance Company based on current rules and requirements. b) the Policy is accepted by the Applicant; and c) the required premium is paid when due.

Policy Number: PTP N17938757

Policy Effective Date: October 1, 2021

Policy Term: October 1, 2021 to October 1, 2022

Classes of Eligible Persons:

Class 1: All Full-time Firefighters of the Policyholder who have been employed by the Policyholder for at least 5 continuous years.

Class 2: All Full-time Firefighters of the Policyholder who have been employed by the Policyholder for less than 5 continuous years.

Class 3: All Full-time Firefighters of the Policyholder who were employed by the Policyholder for at least 5 continuous years, have terminated employment with the Policyholder within the last 10 years and have continued coverage in his or her employer-sponsored health plan or group health insurance trust fund.

For any insurance paid for in part, or wholly, by individual insureds, the Applicant will support enrollment activities and allow all eligible persons an opportunity to enroll. No brochures or any material referencing the requested insurance will be published without the prior written approval of the Insurance Company.

DESCRIPTION OF COVERAGE

Class 1: First Diagnosis Cancer Benefit
Lump Sum Benefit: $25,000
Cancer Death Benefit
Principal Sum: $75,000
Premium: $1,858.50

Class 2: Cancer Death Benefit
Principal Sum: $75,000
Premium: $208.00

Class 3: First Diagnosis Benefit Continuation
Lump Sum Benefit: $25,000
Premium: $463.50

Total Premium Rates: $2,530.00 Per Policy Term

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Employer / Employee Contribution Analysis

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Florida Health Care Plans - Revised Renewal Options

FHCP	Current	$955,451	$790,859	$174,800	$965,659	-	HMO - T32 HMO	Employee: Employee + Spouse: Employee + Child(ren): Family:	$82.69 $644.27 $644.27 $952.74
							High Deductible Plan - T95	Employee: Employee + Spouse: Employee + Child(ren): Family:	$0.00 $393.83 $393.83 $610.16

Carrier	Plan Description/Option	Annual Premium	City Contributions	HSA Seed	Total City Costs	% increase/decrease from current	Plan Name	Tier	Monthly Employee Cost	% increase/decrease from current
FHCP	Revised Renewal Option 1 - Includes Preferred Fitness Certificate (Includes Gyms, No Dental)	$1,031,494	$855,703	$174,800	$1,030,503	7%	HMO - T32 HMO	Employee: Employee + Spouse: Employee + Child(ren): Family:	$83.26 $674.45 $674.45 $999.18	1% 5% 5% 5%
							High Deductible Plan - T95	Employee: Employee + Spouse: Employee + Child(ren): Family:	$0.00 $428.86 $428.86 $664.44	0% 9% 9% 9%
FHCP	Revised Renewal Option 2 - Includes Preferred Fitness Certificate (No Gyms, No Dental)	$1,021,968	$847,799	$174,800	$1,022,599	6%	HMO - T32 HMO	Employee: Employee + Spouse: Employee + Child(ren): Family:	$82.50 $668.23 $668.23 $989.96	0% 4% 4% 4%
							High Deductible Plan - T95	Employee: Employee + Spouse: Employee + Child(ren): Family:	$0.00 $424.91 $424.91 $658.31	0% 8% 8% 8%
FHCP	Revised Renewal Option 3 - Includes Preferred Fitness Certificate (Includes Gyms & Dental)	$1,002,844	$831,934	$174,800	$1,006,734	4%	HMO - T32 HMO	Employee: Employee + Spouse: Employee + Child(ren): Family:	$80.95 $655.71 $655.71 $971.42	-2% 2% 2% 2%
							High Deductible Plan - T95	Employee: Employee + Spouse: Employee + Child(ren): Family:	$0.00 $416.96 $416.96 $645.99	0% 6% 6% 6%
FHCP	Revised Renewal Option 4 - Includes Preferred Fitness Certificate (No Gyms, Includes Dental)	$998,062	$827,968	$174,800	$1,002,768	4%	HMO - T32 HMO	Employee: Employee + Spouse: Employee + Child(ren): Family:	$80.57 $652.59 $652.59 $966.80	-3% 1% 1% 1%
							High Deductible Plan - T95	Employee: Employee + Spouse: Employee + Child(ren): Family:	$0.00 $414.97 $414.97 $642.91	0% 5% 5% 5%

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
January 1, 2022 - December 31, 2022

Revised Renewal Options

Revised Renewal Options

Vendor	Florida Healthcare Plans		Florida Healthcare Plans	
Plan Name	T32		HDHP T95	
Plan Type	HMO		HSA	
Plan Details	*Network*		*Network*	
	Single	*Family*	*Single*	*Family*
Plan Deductible	$0	$0	$1,400	$2,800
Embedded Deductible:	N/A		No	
Calendar or Policy Year:	Calendar		Calendar	
Coinsurance:	15%		20%	
Maximum Out-of-Pocket:	$2,500	$5,000	$3,000	$6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes		Yes, Yes, Yes	
Physician Services				
Office Visit:	$20		Deductible + Coinsurance	
Specialist:	$35		Deductible + Coinsurance	
Chiropractic:	$15		Deductible + Coinsurance	
Telemedicine:	$10 (PCP) | $30 (Mental Health)		Ded + $10 (PCP) | Ded + $30 (Mental Health)	
Hospital / Emergency Services				
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)		Deductible + Coinsurance	
Emergency Room:	$200		Deductible + Coinsurance	
Urgent Care:	$75		Deductible + Coinsurance	
Outpatient Surgical Facility:	$400		Deductible + Coinsurance	
Ambulatory Surgery Center:	$200		Deductible + Coinsurance	
Diagnostic Services				
Lab & X-Ray Outpatient:	$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	$25		Deductible + Coinsurance	
Prescription Drug				
Deductible:	N/A		Calendar Year Deductible	
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%		$3 | $10 | $30 | $55 | 15% | 25%	
Walgreens Tier:	$15 | $15 | $35 | $60		$15 | $15 | $35 | $60	
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162		$6 | $27 | $87 | $162	
Non-Network Plan Details	*Non-Network*		*Non-Network*	
Plan Deductible	N/A		$2,800	$5,600
Coinsurance:	N/A		40%	
Maximum Out-of-Pocket:	N/A		$6,000	$12,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A	

Plan Rates | Current Enrollment		Current	Renewal	Includes Gyms / No Dental	Excluding Dental & Gyms	Includes Gyms & Dental	Includes Dental / No Gyms		Current	Renewal	Includes Gyms / No Dental	Excluding Dental & Gyms	Includes Gyms & Dental	Includes Dental / No Gyms
Employee:	15	$790.95	$925.19	$832.64	$824.95	$809.52	$805.66	75	$554.69	$671.18	$604.04	$598.46	$587.26	$584.46
Employee + Spouse:	4	$1,352.53	$1,582.08	$1,423.83	$1,410.68	$1,384.28	$1,377.68	9	$948.52	$1,147.71	$1,032.90	$1,023.37	$1,004.22	$999.43
Employee + Child(ren):	0	$1,352.53	$1,582.08	$1,423.83	$1,410.68	$1,384.28	$1,377.68	2	$948.52	$1,147.71	$1,032.90	$1,023.37	$1,004.22	$999.43
Family:	2	$1,661.00	$1,942.91	$1,748.56	$1,732.41	$1,699.99	$1,691.89	6	$1,164.85	$1,409.47	$1,268.48	$1,256.77	$1,233.25	$1,227.37
Estimated Monthly Premiums:	21	$20,596	$24,092	$21,682	$21,482	$21,080	$20,979	92	$59,025	$71,420	$64,276	$63,682	$62,490	$62,192
Estimated Annual Premiums:		**$247,156**	**$289,104**	**$260,184**	**$257,781**	**$252,959**	**$251,753**		**$708,295**	**$857,042**	**$771,309**	**$764,186**	**$749,885**	**$746,309**
Rate Change from Current (%):			17.0%	5.3%	4.3%	2.3%	1.9%			21.0%	8.9%	7.9%	5.9%	5.4%

	Current	Renewal	Includes Gyms / No Dental	Excluding Dental & Gyms	Includes Gyms & Dental	Includes Dental / No Gyms
Estimated Grand Total Annual Premiums:	**$955,451**	**$1,146,145**	**$1,031,494**	**$1,021,968**	**$1,002,844**	**$998,062**
PEPY	$8,455	$10,143	$9,128	$9,044	$8,875	$8,832
Rate Change from Current (%):		20.0%	8.0%	7.0%	5.0%	4.5%
Rate Change from Current ($):		$190,694	$76,043	$66,516	$47,393	$42,611

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 FHCP Renewal - Option 1 Includes Preferred Fitness Certificate (Includes Gyms, No Dental)
Defined Contribution
0% Migration Assumed

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions							
HMO - T32	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	HMO - T32	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
	EE only	15	$790.95	$708.26	90%	$82.69	10%		15	$832.64	$749.38	90%	$83.26	10%	$0.57	1%
	EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		4	$1,423.83	$749.38	53%	$674.45	47%	$30.18	5%
	EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		0	$1,423.83	$749.38	53%	$674.45	47%	$30.18	5%
	Family	2	$1,661.00	$708.26	43%	$952.74	57%		2	$1,748.56	$749.38	43%	$999.18	57%	$46.44	5%
	Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		21	$21,682	$15,737	73%	$5,945	27%		

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions							
High Deductible Plan - T95	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	High Deductible Plan - T95	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
	EE only	75	$554.69	$554.69	100%	$0.00	0%		75	$604.04	$604.04	100%	$0.00	0%	$0.00	0%
	EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%		9	$1,032.90	$604.04	58%	$428.86	42%	$35.03	9%
	EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%		2	$1,032.90	$604.04	58%	$428.86	42%	$35.03	9%
	Family	6	$1,164.85	$554.69	48%	$610.16	52%		6	$1,268.48	$604.04	48%	$664.44	52%	$54.28	9%
	Monthly Total	92	$59,025	$51,031	86%	$7,993	14%		92	$64,276	$55,572	86%	$8,704	14%		
				HSA Seed							HSA Seed					
				$174,800							$174,800					
			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		
Est. Monthly Total		113	$79,621	$65,905	83%	$13,716	17%		113	$85,958	$71,309	83%	$14,649	17%		
Est. Annual Total			$955,451	$790,859		$164,592				$1,031,494	$855,703		$175,791			

	Total Expenses		Total Expenses
Est. Annual Total	$965,659		$1,030,503
		$ Difference from Current	$64,844
		% Difference from Current	7%

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 FHCP Renewal - Option 2 Includes Preferred Fitness Certificate (No Gyms, No Dental)
Defined Contribution
0% Migration Assumed

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions							
HMO - T32	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	HMO - T32	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
	EE only	15	$790.95	$708.26	90%	$82.69	10%		15	$824.95	$742.46	90%	$82.50	10%	($0.19)	0%
	EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		4	$1,410.68	$742.46	53%	$668.23	47%	$23.96	4%
	EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		0	$1,410.68	$742.46	53%	$668.23	47%	$23.96	4%
	Family	2	$1,661.00	$708.26	43%	$952.74	57%		2	$1,732.41	$742.46	43%	$989.96	57%	$37.22	4%
	Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		21	$21,482	$15,592	73%	$5,890	27%		

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions							
High Deductible Plan - T95	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	High Deductible Plan - T95	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
	EE only	75	$554.69	$554.69	100%	$0.00	0%		75	$598.46	$598.46	100%	$0.00	0%	$0.00	0%
	EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%		9	$1,023.37	$598.46	58%	$424.91	42%	$31.08	8%
	EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%		2	$1,023.37	$598.46	58%	$424.91	42%	$31.08	8%
	Family	6	$1,164.85	$554.69	48%	$610.16	52%		6	$1,256.77	$598.46	48%	$658.31	52%	$48.15	8%
	Monthly Total	92	$59,025	$51,031	86%	$7,993	14%		92	$63,682	$55,058	86%	$8,624	14%		
				HSA Seed							HSA Seed					
				$174,800							$174,800					
			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		
Est. Monthly Total		113	$79,621	$65,905	83%	$13,716	17%		113	$85,164	$70,650	83%	$14,514	17%		
Est. Annual Total			$955,451	$790,859		$164,592				$1,021,968	$847,799		$174,169			
				Total Expenses							Total Expenses					
Est. Annual Total				$965,659							$1,022,599					
								$ Difference from Current			$56,939					
								% Difference from Current			6%					

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 FHCP Renewal - Option 3 Includes Preferred Fitness Certificate (Includes Gyms & Dental)
Defined Contribution
0% Migration Assumed

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions								
HMO - T32	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	HMO - T32	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
	EE only	15	$790.95	$708.26	90%	$82.69	10%		15	$809.52	$728.57	90%	$80.95	10%	($1.74)	-2%
	EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		4	$1,384.28	$728.57	53%	$655.71	47%	$11.44	2%
	EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		0	$1,384.28	$728.57	53%	$655.71	47%	$11.44	2%
	Family	2	$1,661.00	$708.26	43%	$952.74	57%		2	$1,699.99	$728.57	43%	$971.42	57%	$18.68	2%
	Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		21	$21,080	$15,300	73%	$5,780	27%		

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions								
High Deductible Plan - T95	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	High Deductible Plan - T95	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
	EE only	75	$554.69	$554.69	100%	$0.00	0%		75	$587.26	$587.26	100%	$0.00	0%	$0.00	0%
	EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%		9	$1,004.22	$587.26	58%	$416.96	42%	$23.13	6%
	EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%		2	$1,004.22	$587.26	58%	$416.96	42%	$23.13	6%
	Family	6	$1,164.85	$554.69	48%	$610.16	52%		6	$1,233.25	$587.26	48%	$645.99	52%	$35.83	6%
	Monthly Total	92	$59,025	$51,031	86%	$7,993	14%		92	$62,490	$54,028	86%	$8,463	14%		
				HSA Seed							HSA Seed					
				$174,800							$174,800					
			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		
Est. Monthly Total		113	$79,621	$65,905	83%	$13,716	17%		113	$83,570	$69,328	83%	$14,242	17%		
Est. Annual Total			$955,451	$790,859		$164,592				$1,002,844	$831,934		$170,910			
				Total Expenses							Total Expenses					
Est. Annual Total				$965,659							$1,006,734					
								$ Difference from Current			$41,075					
								% Difference from Current			4%					

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 FHCP Renewal - Option 4 Includes Preferred Fitness Certificate (No Gyms, Includes Dental)
Defined Contribution
0% Migration Assumed

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions							
HMO - T32	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	HMO - T32	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
	EE only	15	$790.95	$708.26	90%	$82.69	10%		15	$805.66	$725.09	90%	$80.57	10%	($2.12)	-3%
	EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		4	$1,377.68	$725.09	53%	$652.59	47%	$8.32	1%
	EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		0	$1,377.68	$725.09	53%	$652.59	47%	$8.32	1%
	Family	2	$1,661.00	$708.26	43%	$952.74	57%		2	$1,691.89	$725.09	43%	$966.80	57%	$14.06	1%
	Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		21	$20,979	$15,227	73%	$5,752	27%		
High Deductible Plan - T95	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	High Deductible Plan - T95	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
	EE only	75	$554.69	$554.69	100%	$0.00	0%		75	$584.46	$584.46	100%	$0.00	0%	$0.00	0%
	EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%		9	$999.43	$584.46	58%	$414.97	42%	$21.14	5%
	EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%		2	$999.43	$584.46	58%	$414.97	42%	$21.14	5%
	Family	6	$1,164.85	$554.69	48%	$610.16	52%		6	$1,227.37	$584.46	48%	$642.91	52%	$32.75	5%
	Monthly Total	92	$59,025	$51,031	86%	$7,993	14%		92	$62,192	$53,770	86%	$8,422	14%		
				HSA Seed $174,800							HSA Seed $174,800					
			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		
Est. Monthly Total		113	$79,621	$65,905	83%	$13,716	17%		113	$83,172	$68,997	83%	$14,175	17%		
Est. Annual Total			$955,451	$790,859		$164,592				$998,062	$827,968		$170,095			
				Total Expenses							Total Expenses					
Δ from Current ($)				$965,659							$1,002,768					
								$ Difference from Current			$37,108					
								% Difference from Current			4%					

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Florida Health Care Plans - Alternate 1 Options

FHCP	Current	$955,451	$790,859	$174,800	n/a	$965,659	-	HMO - T32 HMO	Employee: Employee + Spouse: Employee + Child(ren): Family:	$82.69 $644.27 $644.27 $952.74
								High Deductible Plan - T95	Employee: Employee + Spouse: Employee + Child(ren): Family:	$0.00 $393.83 $393.83 $610.16

Carrier	Plan Description/Option	Annual Premium	City Contributions	HSA Seed	HRA Liability	Total City Costs	% increase/decrease from current	Plan Name	Tier	Monthly Employee Cost	% increase/decrease from current
FHCP	Alternate 1 Option 1 - Includes Preferred Fitness Certificate (Includes Gyms, No Dental)	$968,542	$801,276	$174,800	$32,968	$1,009,044	4%	HMO - T32	Employee: Employee + Spouse: Employee + Child(ren): Family:	$83.26 $674.45 $674.45 $999.18	1% 5% 5% 5%
								High Deductible Plan TI7/TF7 -MOD	Employee: Employee + Spouse: Employee + Child(ren): Family:	$0.00 $393.86 $393.86 $610.21	0% 0% 0% 0%
FHCP	Alternate 1 Option 2 - Includes Preferred Fitness Certificate (No Gyms, No Dental)	$959,602	$793,940	$174,800	$32,968	$1,001,708	4%	HMO - T32	Employee: Employee + Spouse: Employee + Child(ren): Family:	$82.50 $668.23 $668.23 $989.96	0% 4% 4% 4%
								High Deductible Plan TI7/TF7 -MOD	Employee: Employee + Spouse: Employee + Child(ren): Family:	$0.00 $389.93 $389.93 $604.28	0% -1% -1% -1%
FHCP	Alternate 1 Option 3 - Includes Preferred Fitness Certificate (Includes Gyms & Dental)	$941,641	$779,019	$174,800	$32,968	$986,787	2%	HMO - T32	Employee: Employee + Spouse: Employee + Child(ren): Family:	$80.95 $655.71 $655.71 $971.42	-2% 2% 2% 2%
								High Deductible Plan TI7/TF7 -MOD	Employee: Employee + Spouse: Employee + Child(ren): Family:	$0.00 $382.93 $382.93 $593.27	0% -3% -3% -3%
FHCP	Alternate 1 Option 4 - Includes Preferred Fitness Certificate (No Gyms, Includes Dental)	$937,153	$775,307	$174,800	$32,968	$983,075	2%	HMO - T32	Employee: Employee + Spouse: Employee + Child(ren): Family:	$80.57 $652.59 $652.59 $966.80	-3% 1% 1% 1%
								High Deductible Plan TI7/TF7 -MOD	Employee: Employee + Spouse: Employee + Child(ren): Family:	$0.00 $381.10 $381.10 $590.44	0% -3% -3% -3%

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
January 1, 2022 - December 31, 2022

Alternate 1

Negotiated Alternate Options

Vendor	Florida Healthcare Plans		Florida Healthcare Plans	
Plan Name	T32		TI7/TF7 -MOD	
Plan Type	HMO		HSA POS	
Plan Details	*Network*		*Network*	
	Single	*Family*	*Single*	*Family*
Plan Deductible	$0	$0	$2,000	$5,600 ($2,800 Indv.)
Embedded Deductible:	N/A		N/A	
Calendar or Policy Year:	Calendar		Calendar	
Coinsurance:	15%		30%	
Maximum Out-of-Pocket:	$2,500	$5,000	$5,800	$13,800 ($6,900 Indv.)
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes		Yes, Yes, Yes	
Physician Services				
Office Visit:	$20		Deductible + Coinsurance	
Specialist:	$35		Deductible + Coinsurance	
Chiropractic:	$15		Deductible + Coinsurance	
Telemedicine:	$10 (PCP) | $30 (Mental Health)		Ded + $10 (PCP) | Ded + $30 (Mental Health)	
Hospital / Emergency Services				
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)		Deductible + Coinsurance	
Emergency Room:	$200		Deductible + Coinsurance	
Urgent Care:	$75		Deductible + Coinsurance	
Outpatient Surgical Facility:	$400		Deductible + Coinsurance	
Ambulatory Surgery Center:	$200		Deductible + Coinsurance	
Diagnostic Services				
Lab & X-Ray Outpatient:	$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	$25		Deductible + Coinsurance	
Prescription Drug				
Deductible:	N/A		Calendar Year Deductible	
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%		$3 | $10 | $30 | $55 | 15% | 25%	
Walgreens Tier:	$15 | $15 | $35 | $60		$15 | $15 | $35 | $60	
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162		$6 | $27 | $87 | $162	
Non-Network Plan Details	*Non-Network*		*Non-Network*	
Plan Deductible	N/A		$4,000	$10,000 ($5,000 Indv.)
Coinsurance:	N/A		40%	
Maximum Out-of-Pocket:	N/A		$11,600	$23,200 ($11,600)
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A	

Plan Rates | Current Enrollment		Current	Renewal	Includes Gyms / No Dental	Excluding Dental & Gyms	Includes Gyms & Dental	Includes Dental / No Gyms		Current	Renewal	Includes Gyms / No Dental	Excluding Dental & Gyms	Includes Gyms & Dental	Includes Dental / No Gyms
Employee:	15	$790.95	$925.19	$832.64	$824.95	$809.52	$805.66	75	$554.69	$671.18	$554.74	$549.62	$539.33	$536.76
Employee + Spouse:	4	$1,352.53	$1,582.08	$1,423.83	$1,410.68	$1,384.28	$1,377.68	9	$948.52	$1,147.71	$948.60	$939.85	$922.26	$917.86
Employee + Child(ren):	0	$1,352.53	$1,582.08	$1,423.83	$1,410.68	$1,384.28	$1,377.68	2	$948.52	$1,147.71	$948.60	$939.85	$922.26	$917.86
Family:	2	$1,661.00	$1,942.91	$1,748.56	$1,732.41	$1,699.99	$1,691.89	6	$1,164.85	$1,409.47	$1,164.95	$1,154.20	$1,132.60	$1,127.20
Estimated Monthly Premiums:	21	$20,596	$24,092	$21,682	$21,482	$21,080	$20,979	92	$59,025	$71,420	$59,030	$58,485	$57,390	$57,117
Estimated Annual Premiums:		**$247,156**	**$289,104**	**$260,184**	**$257,781**	**$252,959**	**$251,753**		**$708,295**	**$857,042**	**$708,358**	**$701,821**	**$688,683**	**$685,400**
Rate Change from Current (%):			17.0%	5.3%	4.3%	2.3%	1.9%			21.0%	0.0%	-0.9%	-2.8%	-3.2%

	Current	Renewal	Includes Gyms / No Dental	Excluding Dental & Gyms	Includes Gyms & Dental	Includes Dental / No Gyms
Estimated Grand Total Annual Premiums:	**$955,451**	**$1,146,145**	**$968,542**	**$959,602**	**$941,641**	**$937,153**
PEPY	$8,455	$10,143	$8,571	$8,492	$8,333	$8,293
Rate Change from Current (%):		20.0%	1.4%	0.4%	-1.4%	-1.9%
Rate Change from Current ($):		$190,694	$13,091	$4,151	-$13,810	-$18,299

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 FHCP Renewal - Alternate 1 Includes Preferred Fitness Certificate (Includes Gyms, No Dental)
Defined Contribution
0% Migration Assumed

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions							
HMO - T32	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	HMO - T32	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
	EE only	15	$790.95	$708.26	90%	$82.69	10%		15	$832.64	$749.38	90%	$83.26	10%	$0.57	1%
	EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		4	$1,423.83	$749.38	53%	$674.45	47%	$30.18	5%
	EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		0	$1,423.83	$749.38	53%	$674.45	47%	$30.18	5%
	Family	2	$1,661.00	$708.26	43%	$952.74	57%		2	$1,748.56	$749.38	43%	$999.18	57%	$46.44	5%
	Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		21	$21,682	$15,737	73%	$5,945	27%		
High Deductible Plan - T95	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	High Deductible Plan - TI7/TF& MOD	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
	EE only	75	$554.69	$554.69	100%	$0.00	0%		75	$554.74	$554.74	100%	$0.00	0%	$0.00	0%
	EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%		9	$948.60	$554.74	58%	$393.86	42%	$0.03	0%
	EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%		2	$948.60	$554.74	58%	$393.86	42%	$0.03	0%
	Family	6	$1,164.85	$554.69	48%	$610.16	52%		6	$1,164.95	$554.74	48%	$610.21	52%	$0.05	0%
	Monthly Total	92	$59,025	$51,031	86%	$7,993	14%		92	$59,030	$51,036	86%	$7,994	14%		
				HSA Seed							HSA Seed					
				$174,800							$174,800					
											HRA Liability + Admin					
											$32,968					
			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		
Est. Monthly Total		113	$79,621	$65,905	83%	$13,716	17%		113	$80,712	$66,773	83%	$13,939	17%		
Est. Annual Total			$955,451	$790,859		$164,592				$968,542	$801,276		$167,266			
				Total Expenses							Total Expenses					
Δ from Current ($)				$965,659							$1,009,044					
								$ Difference from Current			$43,384					
								% Difference from Current			4%					

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 FHCP Alternate 1 - Option 2 Includes Preferred Fitness Certificate (No Gyms, No Dental)
Defined Contribution
0% Migration Assumed

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions							
HMO - T32	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	HMO - T32	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
	EE only	15	$790.95	$708.26	90%	$82.69	10%		15	$824.95	$742.46	90%	$82.50	10%	($0.19)	0%
	EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		4	$1,410.68	$742.46	53%	$668.23	47%	$23.96	4%
	EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		0	$1,410.68	$742.46	53%	$668.23	47%	$23.96	4%
	Family	2	$1,661.00	$708.26	43%	$952.74	57%		2	$1,732.41	$742.46	43%	$989.96	57%	$37.22	4%
	Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		21	$21,482	$15,592	73%	$5,890	27%		

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions							
High Deductible Plan - T95	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	High Deductible Plan - TI7/TF& MOD	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
	EE only	75	$554.69	$554.69	100%	$0.00	0%		75	$549.62	$549.62	100%	$0.00	0%	$0.00	0%
	EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%		9	$939.85	$549.92	59%	$389.93	41%	($3.90)	-1%
	EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%		2	$939.85	$549.92	59%	$389.93	41%	($3.90)	-1%
	Family	6	$1,164.85	$554.69	48%	$610.16	52%		6	$1,154.20	$549.92	48%	$604.28	52%	($5.88)	-1%
	Monthly Total	92	$59,025	$51,031	86%	$7,993	14%		92	$58,485	$50,570	86%	$7,915	14%		

		HSA Seed						HSA Seed					
		$174,800						$174,800					
								HRA Liability + Admin					
								$32,968					
		Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	
Est. Monthly Total	113	$79,621	$65,905	83%	$13,716	17%	113	$79,967	$66,162	83%	$13,805	17%	
Est. Annual Total		$955,451	$790,859		$164,592			$959,602	$793,940		$165,662		

	Total Expenses		Total Expenses
Δ from Current ($)	$965,659	$ Difference from Current	$36,049
		% Difference from Current	4%

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 FHCP Alternate 1 - Option 3 Includes Preferred Fitness Certificate (Includes Gyms & Dental)
Defined Contribution
0% Migration Assumed

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions							
HMO - T32	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	HMO - T32	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
	EE only	15	$790.95	$708.26	90%	$82.69	10%		15	$809.52	$728.57	90%	$80.95	10%	($1.74)	-2%
	EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		4	$1,384.28	$728.57	53%	$655.71	47%	$11.44	2%
	EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		0	$1,384.28	$728.57	53%	$655.71	47%	$11.44	2%
	Family	2	$1,661.00	$708.26	43%	$952.74	57%		2	$1,699.99	$728.57	43%	$971.42	57%	$18.68	2%
	Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		21	$21,080	$15,300	73%	$5,780	27%		

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions							
High Deductible Plan - T95	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	High Deductible Plan - TI7/TF& MOD	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
	EE only	75	$554.69	$554.69	100%	$0.00	0%		75	$539.33	$539.33	100%	$0.00	0%	$0.00	0%
	EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%		9	$922.26	$539.33	58%	$382.93	42%	($10.90)	-3%
	EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%		2	$922.26	$539.33	58%	$382.93	42%	($10.90)	-3%
	Family	6	$1,164.85	$554.69	48%	$610.16	52%		6	$1,132.60	$539.33	48%	$593.27	52%	($16.89)	-3%
	Monthly Total	92	$59,025	$51,031	86%	$7,993	14%		92	$57,390	$49,618	86%	$7,772	14%		
				HSA Seed $174,800							HSA Seed $174,800					
											HRA Liability + Admin $32,968					
			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		
Est. Monthly Total		113	$79,621	$65,905	83%	$13,716	17%		113	$78,470	$64,918	83%	$13,552	17%		
Est. Annual Total			$955,451	$790,859		$164,592				$941,641	$779,019		$162,622			
				Total Expenses							Total Expenses					
Δ from Current ($)				$965,659							$986,787					
								$ Difference from Current			$21,128					
								% Difference from Current			2%					

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 FHCP Alternate 1 - Option 4 Includes Preferred Fitness Certificate (No Gyms, Includes Dental)
Defined Contribution
0% Migration Assumed

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions							
HMO - T32	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	HMO - T32	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
	EE only	15	$790.95	$708.26	90%	$82.69	10%		15	$805.66	$725.09	90%	$80.57	10%	($2.12)	-3%
	EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		4	$1,377.68	$725.09	53%	$652.59	47%	$8.32	1%
	EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		0	$1,377.68	$725.09	53%	$652.59	47%	$8.32	1%
	Family	2	$1,661.00	$708.26	43%	$952.74	57%		2	$1,691.89	$725.09	43%	$966.80	57%	$14.06	1%
	Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		21	$20,979	$15,227	73%	$5,752	27%		

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions							
High Deductible Plan - T95	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	High Deductible Plan - TI7/TF& MOD	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
	EE only	75	$554.69	$554.69	100%	$0.00	0%		75	$536.76	$536.76	100%	$0.00	0%	$0.00	0%
	EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%		9	$917.86	$536.76	58%	$381.10	42%	($12.73)	-3%
	EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%		2	$917.86	$536.76	58%	$381.10	42%	($12.73)	-3%
	Family	6	$1,164.85	$554.69	48%	$610.16	52%		6	$1,127.20	$536.76	48%	$590.44	52%	($19.72)	-3%
	Monthly Total	92	$59,025	$51,031	86%	$7,993	14%		92	$57,117	$49,382	86%	$7,735	14%		
				HSA Seed							HSA Seed					
				$174,800							$174,800					
											HRA Liability + Admin					
											$32,968					
			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		
Est. Monthly Total		113	$79,621	$65,905	83%	$13,716	17%		113	$78,096	$64,609	83%	$13,487	17%		
Est. Annual Total			$955,451	$790,859		$164,592				$937,153	$775,307		$161,846			
				Total Expenses							Total Expenses					
Δ from Current ($)				$965,659							$983,075					
								$ Difference from Current			$17,415					
								% Difference from Current			2%					

Enroll*- Subject to change at enrollment

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Florida Health Care Plans - Alternate 2 HRA Options

FHCP	Current	$955,451	$790,859	$174,800	n/a	$965,659	-	HMO - T32 HMO	Employee: Employee + Spouse: Employee + Child(ren): Family:	$82.69 $644.27 $644.27 $952.74
								High Deductible Plan - T95	Employee: Employee + Spouse: Employee + Child(ren): Family:	$0.00 $393.83 $393.83 $610.16

Carrier	Plan Description/Option	Annual Premium	City Contributions	HSA Seed	HRA Liability	Total City Costs	% increase/decrease from current	Plan Name	Tier	Monthly Employee Cost	% increase/decrease from current
FHCP	Alternate 2 Option 1 - Includes Preferred Fitness Certificate (Includes Gyms, No Dental)	$881,702	$752,227	$214,700	$34,102	$1,001,029	4%	TI7/TF7 -MOD	Employee: Employee + Child(ren): Employee: Employee + Child(ren):	$0.00 $393.86 $393.86 $610.21	-100% -39% -39% -36%
FHCP	Alternate 2 Option 2 - Includes Preferred Fitness Certificate (No Gyms, No Dental)	$873,566	$745,285	$214,700	$34,102	$994,087	3%	TI7/TF7 -MOD	Employee: Employee + Child(ren): Employee: Employee + Child(ren):	$0.00 $390.23 $390.23 $604.58	-100% -39% -39% -37%
FHCP	Alternate 2 Option 3 - Includes Preferred Fitness Certificate (Includes Gyms & Dental)	$857,213	$731,331	$214,700	$34,102	$980,133	1%	TI7/TF7 -MOD	Employee: Employee + Child(ren): Employee: Employee + Child(ren):	$0.00 $382.93 $382.93 $593.27	-100% -41% -41% -38%
FHCP	Alternate 2 Option 4 - Includes Preferred Fitness Certificate (No Gyms, Includes Dental)	$853,127	$727,847	$214,700	$34,102	$976,649	1%	TI7/TF7 -MOD	Employee: Employee + Child(ren): Employee: Employee + Child(ren):	$0.00 $381.10 $381.10 $590.44	-100% -41% -41% -38%

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Medical & Prescription Drug Coverage

City of Holly Hill

January 1, 2022 - December 31, 2022

Alternate 2

		Negotiated Alternate Option			
		FHCP Alternative HSA/HRA SINGLE Option			
Vendor		Florida Healthcare Plans			
Plan Name		TI7/TF7 -MOD			
Plan Type		HSA POS			
Plan Details		*Network*			
		Single			*Family*
Plan Deductible		$2,000			$5,600 ($2,800 Indv.)
Embedded Deductible:		N/A			
Calendar or Policy Year:		Calendar			
Coinsurance:		30%			
Maximum Out-of-Pocket:		$5,800			$13,800 ($6,900 Indv.)
(Includes Deductible, Copay, Rx)		Yes, Yes, Yes			
Physician Services					
Office Visit:		Deductible + Coinsurance			
Specialist:		Deductible + Coinsurance			
Chiropractic:		Deductible + Coinsurance			
Telemedicine:		Ded + $10 (PCP) | Ded + $30 (Mental Health)			
Hospital / Emergency Services					
Inpatient Hospital Per Admission:		Deductible + Coinsurance			
Emergency Room:		Deductible + Coinsurance			
Urgent Care:		Deductible + Coinsurance			
Outpatient Surgical Facility:		Deductible + Coinsurance			
Ambulatory Surgery Center:		Deductible + Coinsurance			
Diagnostic Services					
Lab & X-Ray Outpatient:		Deductible + Coinsurance			
Advanced Imaging Services (MRI, MRA, PET, CT):		Deductible + Coinsurance			
Prescription Drug					
Deductible:		Calendar Year Deductible			
Prescription Tier:		$3 | $10 | $30 | $55 | 15% | 25%			
Walgreens Tier:		$15 | $15 | $35 | $60			
Mail Order Prescription (90 Day Supply):		$6 | $27 | $87 | $162			
Non-Network Plan Details		*Non-Network*			
Plan Deductible		$4,000			$10,000 ($5,000 Indv.)
Coinsurance:		40%			
Maximum Out-of-Pocket:		$11,600			$23,200 ($11,600)
Per Occurrence Deductible (Inpatient/Outpatient):		N/A			

Plan Rates | Current Enrollment		Includes Gyms / No Dental	Excluding Dental & Gyms	Includes Gyms & Dental	Includes Dental / No Gyms
Employee:	90	$554.74	$549.62	$539.33	$536.76
Employee + Spouse:	13	$948.60	$939.85	$922.26	$917.86
Employee + Child(ren):	2	$948.60	$939.85	$922.26	$917.86
Family:	8	$1,164.95	$1,154.20	$1,132.60	$1,127.20
Estimated Monthly Premiums:	113	$73,475	$72,797	$71,434	$71,094
Estimated Annual Premiums:		**$881,702**	**$873,566**	**$857,213**	**$853,127**
Rate Change from Current (%):		-7.7%	-8.6%	-10.3%	-10.7%
Rate Change from Current ($):		-$73,749	-$81,885	-$98,238	-$102,324
Estimated Annual Premiums with HRA Liability & Admin:		**$915,804**	**$907,668**	**$891,315**	**$887,229**
Rate Change from Current (%):		-4.1%	-5.0%	-6.7%	-7.1%

Rates subject to final enrollment and underwriting

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 FHCP Renewal - Alternate 2 Includes Preferred Fitness Certificate (Includes Gyms, No Dental)
Defined Contribution
0% Migration Assumed

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions							
HMO - T32	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	TI7/TF7 - MOD	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
	EE only	15	$790.95	$708.26	90%	$82.69	10%		90	$554.74	$554.74	100%	$0.00	0%	($82.69)	-100%
	EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		13	$948.60	$554.74	58%	$393.86	42%	($250.41)	-39%
	EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		2	$948.60	$554.74	58%	$393.86	42%	($250.41)	-39%
	Family	2	$1,661.00	$708.26	43%	$952.74	57%		8	$1,164.95	$554.74	48%	$610.21	52%	($342.53)	-36%
	Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		113	$73,475	$62,686	85%	$10,790	15%		

		2021 Monthly Funding & EE | ER Contributions					
High Deductible Plan - T95	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)
	EE only	75	$554.69	$554.69	100%	$0.00	0%
	EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%
	EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%
	Family	6	$1,164.85	$554.69	48%	$610.16	52%
	Monthly Total	92	$59,025	$51,031	86%	$7,993	14%
				HSA Seed			
				$174,800			

HSA Seed: $214,700

HRA Liability + Admin: $34,102

		Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)
Est. Monthly Total	113	$79,621	$65,905	83%	$13,716	17%		113	$73,475	$62,686	85%	$10,790	15%
Est. Annual Total		$955,451	$790,859		$164,592				$881,702	$752,227		$129,475	

	Total Expenses		Total Expenses
Δ from Current ($)	$965,659	$ Difference from Current	$35,370
		% Difference from Current	4%

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 FHCP Alternate 2 - Option 2 Includes Preferred Fitness Certificate (No Gyms, No Dental)
Defined Contribution
0% Migration Assumed

HMO - T32

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	2022 Enroll*	2022 Monthly Premium Rate	2022 ER Contrib. ($)	2022 ER Contrib. (%)	2022 EE Contrib. ($)	2022 EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
EE only	15	$790.95	$708.26	90%	$82.69	10%	90	$549.62	$549.62	100%	$0.00	0%	($82.69)	-100%
EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%	13	$939.85	$549.62	58%	$390.23	42%	($254.04)	-39%
EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%	2	$939.85	$549.62	58%	$390.23	42%	($254.04)	-39%
Family	2	$1,661.00	$708.26	43%	$952.74	57%	8	$1,154.20	$549.62	48%	$604.58	52%	($348.16)	-37%
Monthly Total	21	$20,596	$14,873	72%	$5,723	28%	113	$72,797	$62,107	85%	$10,690	15%		

TI7/TF7 - MOD

High Deductible Plan - T95

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)
EE only	75	$554.69	$554.69	100%	$0.00	0%
EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%
EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%
Family	6	$1,164.85	$554.69	48%	$610.16	52%
Monthly Total	92	$59,025	$51,031	86%	$7,993	14%

HSA Seed: $174,800

HSA Seed: $214,700

HRA Liability + Admin: $34,102

	2021 Enroll	2021 Total Premium	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	2022 Enroll	2022 Total Premium	2022 ER Contrib. ($)	2022 ER Contrib. (%)	2022 EE Contrib. ($)	2022 EE Contrib. (%)
Est. Monthly Total	113	$79,621	$65,905	83%	$13,716	17%	113	$72,797	$62,107	85%	$10,690	15%
Est. Annual Total		$955,451	$790,859		$164,592			$873,566	$745,285		$128,281	

	Total Expenses	Total Expenses
Δ from Current ($)	$965,659	$994,087
$ Difference from Current		$28,427
% Difference from Current		3%

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 FHCP Alternate 2 - Option 3 Includes Preferred Fitness Certificate (Includes Gyms & Dental)
Defined Contribution
0% Migration Assumed

HMO - T32	Enrollment Tier	2021 Monthly Funding & EE | ER Contributions: Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	TI7/TF7 - MOD	2022 Renewal Monthly Funding & EE | ER Contributions: Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
	EE only	15	$790.95	$708.26	90%	$82.69	10%		90	$539.33	$539.33	100%	$0.00	0%	($82.69)	-100%
	EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		13	$922.26	$539.33	58%	$382.93	42%	($261.34)	-41%
	EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		2	$922.26	$539.33	58%	$382.93	42%	($261.34)	-41%
	Family	2	$1,661.00	$708.26	43%	$952.74	57%		8	$1,132.60	$539.33	48%	$593.27	52%	($359.47)	-38%
	Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		113	$71,434	$60,944	85%	$10,490	15%		

High Deductible Plan - T95	Enrollment Tier	2021 Monthly Funding & EE | ER Contributions: Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)
	EE only	75	$554.69	$554.69	100%	$0.00	0%
	EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%
	EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%
	Family	6	$1,164.85	$554.69	48%	$610.16	52%
	Monthly Total	92	$59,025	$51,031	86%	$7,993	14%

HSA Seed: $174,800

HSA Seed: $214,700

HRA Liability + Admin: $34,102

		Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)
Est. Monthly Total	113	$79,621	$65,905	83%	$13,716	17%	113	$71,434	$60,944	85%	$10,490	15%
Est. Annual Total		$955,451	$790,859		$164,592			$857,213	$731,331		$125,881	

	Total Expenses		Total Expenses
Δ from Current ($)	$965,659	$ Difference from Current	$14,474
		% Difference from Current	1%

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 FHCP Alternate 2 - Option 4 Includes Preferred Fitness Certificate (No Gyms, Includes Dental)
Defined Contribution
0% Migration Assumed

HMO - T32

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	TI7/TF7 - MOD	2022 Enroll*	2022 Monthly Premium Rate	2022 ER Contrib. ($)	2022 ER Contrib. (%)	2022 EE Contrib. ($)	2022 EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
EE only	15	$790.95	$708.26	90%	$82.69	10%		90	$536.76	$536.76	100%	$0.00	0%	($82.69)	-100%
EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		13	$917.86	$536.76	58%	$381.10	42%	($263.17)	-41%
EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		2	$917.86	$536.76	58%	$381.10	42%	($263.17)	-41%
Family	2	$1,661.00	$708.26	43%	$952.74	57%		8	$1,127.20	$536.76	48%	$590.44	52%	($362.30)	-38%
Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		113	$71,094	$60,654	85%	$10,440	15%		

High Deductible Plan - T95

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)
EE only	75	$554.69	$554.69	100%	$0.00	0%
EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%
EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%
Family	6	$1,164.85	$554.69	48%	$610.16	52%
Monthly Total	92	$59,025	$51,031	86%	$7,993	14%

HSA Seed: $174,800

HSA Seed: $214,700

HRA Liability + Admin: $34,102

	2021 Enroll	2021 Total Premium	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	2022 Enroll	2022 Total Premium	2022 ER Contrib. ($)	2022 ER Contrib. (%)	2022 EE Contrib. ($)	2022 EE Contrib. (%)
Est. Monthly Total	113	$79,621	$65,905	83%	$13,716	17%	113	$71,094	$60,654	85%	$10,440	15%
Est. Annual Total		$955,451	$790,859		$164,592			$853,127	$727,847		$125,280	

	Total Expenses
Δ from Current ($)	$965,659

	Total Expenses
	$976,649
$ Difference from Current	$10,989
% Difference from Current	1%

Enroll*- Subject to change at enrollment

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Alternate Carrier Options

FHCP	Current	$955,451	$790,859	$174,800	$965,659	-	HMO - T32 HMO	Employee:	$82.69
								Employee + Spouse:	$644.27
								Employee + Child(ren):	$644.27
								Family:	$952.74
							High Deductible Plan - T95	Employee:	$0.00
								Employee + Spouse:	$393.83
								Employee + Child(ren):	$393.83
								Family:	$610.16

Carrier	Plan Description/Option	Annual Premium	City Contributions	HSA Seed	Total City Costs	% increase/decrease from current	Plan Name	Tier	Monthly Employee Cost	% increase/decrease from current
Neighborhood Health Partnership	Option 1 -4 Tier	$942,462	$682,454	$174,800	$857,254	-11%	CHOICE HMO BXJR-M / Rx. NHSY	Employee:	$62.35	-25%
								Employee + Spouse:	$947.76	47%
								Employee + Child(ren):	$564.93	-12%
								Family:	$1,516.12	59%
							CHOICE HSA BXNQ-M / Rx. NHSY	Employee:	$0.00	0%
								Employee + Spouse:	$695.90	77%
								Employee + Child(ren):	$395.01	0%
								Family:	$1,142.61	87%
Neighborhood Health Partnership	Option 1 -3 Tier	$940,046	$781,771	$174,800	$956,571	-1%	CHOICE HMO BXJR-M / Rx. NHSY	Employee:	$71.43	-14%
								Employee + Spouse:	$578.56	-10%
								Employee + Child(ren):	$578.56	-10%
								Family:	$857.13	-10%
							CHOICE HSA BXNQ-M / Rx. NHSY	Employee:	$0.00	0%
								Employee + Spouse:	$398.59	1%
								Employee + Child(ren):	$398.59	1%
								Family:	$617.53	1%
Neighborhood Health Partnership	Option 2 - 4 tier	$945,626	$684,534	$174,800	$859,334	-11%	CHOICE HMO BXJR-M / Rx. NH21	Employee:	$62.91	-24%
								Employee + Spouse:	$956.23	48%
								Employee + Child(ren):	$569.98	-12%
								Family:	$1,529.67	61%
							CHOICE HSA BXNQ-M / Rx. NH21	Employee:	$0.00	0%
								Employee + Spouse:	$696.95	77%
								Employee + Child(ren):	$395.60	0%
								Family:	$1,144.33	88%
Neighborhood Health Partnership	Option 2 - 3 tier	$943,125	$784,156	$174,800	$958,956	-1%	CHOICE HMO BXJR-M / Rx. NH21	Employee:	$72.07	-13%
								Employee + Spouse:	$583.73	-9%
								Employee + Child(ren):	$583.73	-9%
								Family:	$864.79	-9%
							CHOICE HSA BXNQ-M / Rx. NH21	Employee:	$0.00	0%
								Employee + Spouse:	$399.19	1%
								Employee + Child(ren):	$399.19	1%
								Family:	$618.47	1%
United Health Care	Option 3 - 4 tier	$1,146,423	$830,966	$174,800	$1,005,766	4%	INS Choice HMO BWQ5-M / Rx 124Y	Employee:	$74.49	-10%
								Employee + Spouse:	$1,132.30	76%
								Employee + Child(ren):	$674.93	5%
								Family:	$1,811.33	90%
							INS Choice Plus HSA PPO AHM8-M/RX 124Y	Employee:	$0.00	0%
								Employee + Spouse:	$851.50	117%
								Employee + Child(ren):	$483.33	23%
								Family:	$1,398.10	130%
United Health Care	Option 3 - 3 tier	$1,143,781	$951,886	$174,800	$1,126,686	17%	INS Choice HMO BWQ5-M / Rx 124Y	Employee:	$85.33	3%
								Employee + Spouse:	$691.20	7%
								Employee + Child(ren):	$691.20	7%
								Family:	$1,024.01	7%
							INS Choice Plus HSA PPO AHM8-M/RX 124Y	Employee:	$0.00	0%
								Employee + Spouse:	$487.71	24%
								Employee + Child(ren):	$487.71	24%
								Family:	$755.60	24%
United Health Care	Option 4 - 4 tier	$1,151,597	$834,517	$174,800	$1,009,317	5%	INS Choice HMO BWQ5-M / Rx 570	Employee:	$75.16	-9%
								Employee + Spouse:	$1,142.42	77%
								Employee + Child(ren):	$680.96	6%
								Family:	$1,827.51	92%
							INS Choice Plus HSA PPO AHM8-M / Rx 570	Employee:	$0.00	0%
								Employee + Spouse:	$854.13	117%
								Employee + Child(ren):	$484.82	23%
								Family:	$1,402.41	130%
United Health Care	Option 4 - 3 tier	$1,148,869	$955,955	$174,800	$1,130,755	17%	INS Choice HMO BWQ5-M / Rx 570	Employee:	$86.10	4%
								Employee + Spouse:	$697.38	8%
								Employee + Child(ren):	$697.38	8%
								Family:	$1,033.16	8%
							INS Choice Plus HSA PPO AHM8-M / Rx 570	Employee:	$0.00	0%
								Employee + Spouse:	$489.21	24%
								Employee + Child(ren):	$489.21	24%
								Family:	$757.93	24%
HUMANA	Option 5	$1,005,044	$761,572	$174,800	$936,372	-3%	OA HMO 16 Copay I/80	Employee:	$67.04	-19%
								Employee + Spouse:	$737.41	14%
								Employee + Child(ren):	$670.38	4%
								Family:	$1,541.87	62%
							NPOS - HDHP 16 Coins/8050	Employee:	$0.00	0%
								Employee + Spouse:	$552.10	40%
								Employee + Child(ren):	$496.89	26%
								Family:	$1,214.63	99%

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
January 1, 2022 - December 31, 2022

Currently Includes Preferred Fitness Certificate (Gyms)

Current | Renewal | Revised

Vendor	Florida Healthcare Plans			Florida Healthcare Plans		
Plan Name	T32			HDHP T95		
Plan Type	HMO			HSA		
Plan Details	*Network*			*Network*		
	Single	*Family*	*Family*	*Single*	*Family*	*Family*
Plan Deductible	$0		$0	$1,400		$2,800
Embedded Deductible:	N/A			No		
Calendar or Policy Year:	Calendar			Calendar		
Coinsurance:	15%			20%		
Maximum Out-of-Pocket:	$2,500		$5,000	$3,000		$6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes		
Physician Services						
Office Visit:	$20			Deductible + Coinsurance		
Specialist:	$35			Deductible + Coinsurance		
Chiropractic:	$15			Deductible + Coinsurance		
Telemedicine:	$10 (PCP) | $30 (Mental Health)			Ded + $10 (PCP) | Ded + $30 (Mental Health)		
Hospital / Emergency Services						
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)			Deductible + Coinsurance		
Emergency Room:	$200			Deductible + Coinsurance		
Urgent Care:	$75			Deductible + Coinsurance		
Outpatient Surgical Facility:	$400			Deductible + Coinsurance		
Ambulatory Surgery Center:	$200			Deductible + Coinsurance		
Diagnostic Services						
Lab & X-Ray Outpatient:	$0			Deductible + Coinsurance		
Advanced Imaging Services (MRI, MRA, PET, CT):	$25			Deductible + Coinsurance		
Prescription Drug						
Deductible:	N/A			Calendar Year Deductible		
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%			$3 | $10 | $30 | $55 | 15% | 25%		
Walgreens Tier:	$15 | $15 | $35 | $60			$15 | $15 | $35 | $60		
Specialty Tier:	N/A			N/A		
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162			$6 | $27 | $87 | $162		
Non-Network Plan Details	*Non-Network*			*Non-Network*		
Plan Deductible	N/A			$2,800		$5,600
Coinsurance:	N/A			40%		
Maximum Out-of-Pocket:	N/A			$6,000		$12,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A		

Plan Rates | Current Enrollment		Current	Renewal	Revised		Current	Renewal	Revised
Employee:	15	$790.95	$925.19	$832.64	75	$554.69	$671.18	$604.04
Employee + Spouse:	4	$1,352.53	$1,582.08	$1,423.83	9	$948.52	$1,147.71	$1,032.90
Employee + Child(ren):	0	$1,352.53	$1,582.08	$1,423.83	2	$948.52	$1,147.71	$1,032.90
Family:	2	$1,661.00	$1,942.91	$1,748.56	6	$1,164.85	$1,409.47	$1,268.48
Estimated Monthly Premiums:	21	$20,596	$24,092	$21,682	92	$59,025	$71,420	$64,276
Estimated Annual Premiums:		**$247,156**	**$289,104**	**$260,184**		**$708,295**	**$857,042**	**$771,309**
Rate Change from Current (%):			17.0%	5.3%			21.0%	8.9%

	Current	Renewal	Revised
Estimated Grand Total Annual Premiums:	**$955,451**	**$1,146,145**	**$1,031,494**
PEPY	$8,455	$10,143	$9,128
Rate Change from Current (%):		20.0%	8.0%
Rate Change from Current ($):		$190,694	$76,043

No Motion, No Credits, No Walgreens

Option 1

NHP Network: Florida Only & Emergencies Out-of-State

Vendor	Neighborhood Health Parnership		Neighborhood Health Parnership	
Plan Name	BXJR-M | Rx. NHSY		BXNQ-M | Rx. NHSY	
Plan Type	Choice HMO		Choice HSA	
Plan Details	*Network*		*Network*	
	Single	*Family*	*Single*	*Family*
Plan Deductible	$0	$0	$1,400	$2,800
Embedded Deductible:	N/A		No	
Calendar or Policy Year:	Calendar		Calendar	
Coinsurance:	15%		20%	
Maximum Out-of-Pocket:	$2,500	$5,000	$3,000	$6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes		Yes, Yes, Yes	
Physician Services				
Office Visit:	$20		Deductible + Coinsurance	
Specialist:	$35		Deductible + Coinsurance	
Chiropractic:	$20		Deductible + Coinsurance	
Telemedicine:	$0		Deductible + Coinsurance	
Hospital / Emergency Services				
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)		Deductible + Coinsurance	
Emergency Room:	$200		Deductible + Coinsurance	
Urgent Care:	$75		Deductible + Coinsurance	
Outpatient Surgical Facility:	$400		Deductible + Coinsurance	
Ambulatory Surgery Center:	$400		Deductible + Coinsurance	
Diagnostic Services				
Lab & X-Ray Outpatient:	$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	$25		Deductible + Coinsurance	
Prescription Drug				
Deductible:	N/A		Calendar Year Deductible	
Prescription Tier:	$10 | $35 | $70		$10 | $35 | $70	
Walgreens Tier:	N/A		N/A	
Specialty Tier:	$10 | $150 | $500		$10 | $150 | $500	
Mail Order Prescription (90 Day Supply):	2.5x's Copay		2.5x's Copay	
Non-Network Plan Details	*Non-Network*		*Non-Network*	
Plan Deductible	N/A		N/A	
Coinsurance:	N/A		N/A	
Maximum Out-of-Pocket:	N/A		N/A	
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A	

	NHP Tiering	Retiered Mirroring FHCP	NHP Tiering	Retiered Mirroring FHCP
Employee:	$623.53	$714.27	$490.07	$561.39
Employee + Spouse:	$1,508.94	$1,221.40	$1,185.97	$959.98
Employee + Child(ren):	$1,126.11	$1,221.40	$885.08	$959.98
Family:	$2,077.30	$1,499.97	$1,632.68	$1,178.92
Estimated Monthly Premiums:	$19,543	$18,600	$58,995	$59,738
Estimated Annual Premiums:	**$234,520**	**$223,195**	**$707,943**	**$716,851**
Rate Change from Current (%):	-5.1%	-9.7%	0.0%	1.2%

	NHP Tiering	Retiered Mirroring FHCP
Estimated Grand Total Annual Premiums:	**$942,462**	**$940,046**
PEPY	$8,340	$8,319
Rate Change from Current (%):	-1.4%	-1.6%
Rate Change from Current ($):	-$12,989	-$15,406

Notes:

UHC Tiering: There are different rates for each of the 4 tiers (Employee Only, Employee + Spouse, Employee + Children, & Family)
FHCP Tiering: The Employee + Spouse and Employee + Child rates are the same
Adding Motion, Implementation & Wellness Credits will result in a 1.5 - 2.5% rate load
For more detail on the Motion program and for additional Pharmacy detail, please see the appendix section of the complete RFP response.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 Neighborhood Health Partnership Option 1 - 4 tier
Defined Contribution
0% Migration Assumed

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions							
HMO - T32 HMO	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	CHOICE HMO BXJR-M / Rx. NHSY	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
	EE only	15	$790.95	$708.26	90%	$82.69	10%		15	$623.53	$561.18	90%	$62.35	10%	($20.34)	-25%
	EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		4	$1,508.94	$561.18	37%	$947.76	63%	$303.49	47%
	EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		0	$1,126.11	$561.18	50%	$564.93	50%	($79.34)	-12%
	Family	2	$1,661.00	$708.26	43%	$952.74	57%		2	$2,077.30	$561.18	27%	$1,516.12	73%	$563.38	59%
	Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		21	$19,543	$11,785	60%	$7,759	40%		

		2021 Monthly Funding & EE | ER Contributions							2022 Renewal Monthly Funding & EE | ER Contributions							
High Deductible Plan - T95	Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	CHOICE HSA BXNQ-M / Rx. NHSY	Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
	EE only	75	$554.69	$554.69	100%	$0.00	0%		75	$490.07	$490.07	100%	$0.00	0%	$0.00	0%
	EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%		9	$1,185.97	$490.07	41%	$695.90	59%	$302.07	77%
	EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%		2	$885.08	$490.07	55%	$395.01	45%	$1.18	0%
	Family	6	$1,164.85	$554.69	48%	$610.16	52%		6	$1,632.68	$490.07	30%	$1,142.61	70%	$532.45	87%
	Monthly Total	92	$59,025	$51,031	86%	$7,993	14%		92	$58,995	$45,086	76%	$13,909	24%		
				HSA Seed							HSA Seed					
				$174,800							$174,800					
			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		
Est. Monthly Total		113	$79,621	$65,905	83%	$13,716	17%		113	$78,539	$56,871	72%	$21,667	28%		
Est. Annual Total			$955,451	$790,859		$164,592				$942,462	$682,454		$260,008			
				Total Expenses							Total Expenses					
Δ from Current ($)				$965,659							$857,254					
								$ Difference from Current			-$108,405					
								% Difference from Current			-11%					

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 Neighborhood Health Partnership Option 1 - 3 tier
Defined Contribution
0% Migration Assumed

HMO - T32 HMO

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	CHOICE HMO BXJR-M / Rx. NHSY	2022 Enroll*	2022 Monthly Premium Rate	2022 ER Contrib. ($)	2022 ER Contrib. (%)	2022 EE Contrib. ($)	2022 EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
EE only	15	$790.95	$708.26	90%	$82.69	10%		15	$714.27	$642.84	90%	$71.43	10%	($11.26)	-14%
EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		4	$1,221.40	$642.84	53%	$578.56	47%	($65.71)	-10%
EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		0	$1,221.40	$642.84	53%	$578.56	47%	($65.71)	-10%
Family	2	$1,661.00	$708.26	43%	$952.74	57%		2	$1,499.97	$642.84	43%	$857.13	57%	($95.61)	-10%
Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		21	$18,600	$13,500	73%	$5,100	27%		

High Deductible Plan - T95

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	CHOICE HSA BXNQ-M / Rx. NHSY	2022 Enroll*	2022 Monthly Premium Rate	2022 ER Contrib. ($)	2022 ER Contrib. (%)	2022 EE Contrib. ($)	2022 EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
EE only	75	$554.69	$554.69	100%	$0.00	0%		75	$561.39	$561.39	100%	$0.00	0%	$0.00	0%
EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%		9	$959.98	$561.39	58%	$398.59	42%	$4.76	1%
EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%		2	$959.98	$561.39	58%	$398.59	42%	$4.76	1%
Family	6	$1,164.85	$554.69	48%	$610.16	52%		6	$1,178.92	$561.39	48%	$617.53	52%	$7.37	1%
Monthly Total	92	$59,025	$51,031	86%	$7,993	14%		92	$59,738	$51,648	86%	$8,090	14%		
			HSA Seed							HSA Seed					
			$174,800							$174,800					

		Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)
Est. Monthly Total	113	$79,621	$65,905	83%	$13,716	17%		113	$78,337	$65,148	83%	$13,190	17%
Est. Annual Total		$955,451	$790,859		$164,592				$940,046	$781,771		$158,275	
			Total Expenses							Total Expenses			
Δ from Current ($)			$965,659							$956,571			
							$ Difference from Current			-$9,088			
							% Difference from Current			-1%			

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
January 1, 2022 - December 31, 2022

Currently Includes Preferred Fitness Certificate (Gyms)

Current | Renewal | Revised

No Motion, No Credits, National Rx (Includes Walgreens)

Option 2

NHP Network: Florida Only & Emergencies Out-of-State

Vendor	Florida Healthcare Plans			Florida Healthcare Plans			Neighborhood Health Parnership		Neighborhood Health Parnership	
Plan Name	T32			HDHP T95			BXJR-M | Rx. NH21		BXNQ-M | Rx. NH21	
Plan Type	HMO			HSA			Choice HMO		Choice HSA	
Plan Details	*Network*			*Network*			*Network*		*Network*	
	Single	*Family*	*Family*	*Single*	*Family*	*Family*	*Single*	*Family*	*Single*	*Family*
Plan Deductible	$0		$0	$1,400		$2,800	$0	$0	$1,400	$2,800
Embedded Deductible:	N/A			No			N/A		No	
Calendar or Policy Year:	Calendar			Calendar			Calendar		Calendar	
Coinsurance:	15%			20%			15%		20%	
Maximum Out-of-Pocket:	$2,500		$5,000	$3,000		$6,000	$2,500	$5,000	$3,000	$6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			N/A, Yes, Yes		Yes, Yes, Yes	
Physician Services										
Office Visit:	$20			Deductible + Coinsurance			$20		Deductible + Coinsurance	
Specialist:	$35			Deductible + Coinsurance			$35		Deductible + Coinsurance	
Chiropractic:	$15			Deductible + Coinsurance			$20		Deductible + Coinsurance	
Telemedicine:	$10 (PCP) | $30 (Mental Health)			Ded + $10 (PCP) | Ded + $30 (Mental Health)			$0		Deductible + Coinsurance	
Hospital / Emergency Services										
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)			Deductible + Coinsurance			$250/Day (5 Days Max)		Deductible + Coinsurance	
Emergency Room:	$200			Deductible + Coinsurance			$200		Deductible + Coinsurance	
Urgent Care:	$75			Deductible + Coinsurance			$75		Deductible + Coinsurance	
Outpatient Surgical Facility:	$400			Deductible + Coinsurance			$400		Deductible + Coinsurance	
Ambulatory Surgery Center:	$200			Deductible + Coinsurance			$400		Deductible + Coinsurance	
Diagnostic Services										
Lab & X-Ray Outpatient:	$0			Deductible + Coinsurance			$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	$25			Deductible + Coinsurance			$25		Deductible + Coinsurance	
Prescription Drug										
Deductible:	N/A			Calendar Year Deductible			N/A		Calendar Year Deductible	
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%			$3 | $10 | $30 | $55 | 15% | 25%			$10 | $35 | $70		$10 | $35 | $70	
Walgreens Tier:	$15 | $15 | $35 | $60			$15 | $15 | $35 | $60			$10 | $35 | $70		$10 | $35 | $70	
Specialty Tier:	N/A			N/A			$10 | $35 | $70		$10 | $35 | $70	
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162			$6 | $27 | $87 | $162			2.5x's Copay		2.5x's Copay	
Non-Network Plan Details	*Non-Network*			*Non-Network*			*Non-Network*		*Non-Network*	
Plan Deductible	N/A			$2,800		$5,600	N/A		N/A	
Coinsurance:	N/A			40%			N/A		N/A	
Maximum Out-of-Pocket:	N/A			$6,000		$12,000	N/A		N/A	
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A		N/A	

Plan Rates | Current Enrollment		Current	Renewal	Revised		Current	Renewal	Revised	NHP Tiering	Retiered Mirroring FHCP	NHP Tiering	Retiered Mirroring FHCP
Employee:	15	$790.95	$925.19	$832.64	75	$554.69	$671.18	$604.04	$629.10	$720.65	$490.81	$562.24
Employee + Spouse:	4	$1,352.53	$1,582.08	$1,423.83	9	$948.52	$1,147.71	$1,032.90	$1,522.42	$1,232.31	$1,187.76	$961.43
Employee + Child(ren):	0	$1,352.53	$1,582.08	$1,423.83	2	$948.52	$1,147.71	$1,032.90	$1,136.17	$1,232.31	$886.41	$961.43
Family:	2	$1,661.00	$1,942.91	$1,748.56	6	$1,164.85	$1,409.47	$1,268.48	$2,095.86	$1,513.37	$1,635.14	$1,180.71
Estimated Monthly Premiums:	21	$20,596	$24,092	$21,682	92	$59,025	$71,420	$64,276	$19,718	$18,766	$59,084	$59,828
Estimated Annual Premiums:		**$247,156**	**$289,104**	**$260,184**		**$708,295**	**$857,042**	**$771,309**	**$236,615**	**$225,189**	**$709,011**	**$717,936**
Rate Change from Current (%):			17.0%	5.3%			21.0%	8.9%	-4.3%	-8.9%	0.1%	1.4%

	Current	Renewal	Revised	NHP Tiering	Retiered Mirroring FHCP
Estimated Grand Total Annual Premiums:	**$955,451**	**$1,146,145**	**$1,031,494**	**$945,626**	**$943,125**
PEPY	$8,455	$10,143	$9,128	$8,368	$8,346
Rate Change from Current (%):		20.0%	8.0%	-1.0%	-1.3%
Rate Change from Current ($):		$190,694	$76,043	-$9,825	-$12,327

Notes:

UHC Tiering: There are different rates for each of the 4 tiers (Employee Only, Employee + Spouse, Employee + Children, & Family)
FHCP Tiering: The Employee + Spouse and Employee + Child rates are the same
Adding Motion, Implementation & Wellness Credits will result in a 1.5 - 2.5% rate load
For more detail on the Motion program and for additional Pharmacy detail, please see the appendix section of the complete RFP response.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 Neighborhood Health Partnership - Option 2 - 4 tier
Defined Contribution
0% Migration Assumed

HMO - T32 HMO

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	CHOICE HMO BXJR-M / Rx. NH21 Enroll*	2022 Monthly Premium Rate	2022 ER Contrib. ($)	2022 ER Contrib. (%)	2022 EE Contrib. ($)	2022 EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
EE only	15	$790.95	$708.26	90%	$82.69	10%	15	$629.10	$566.19	90%	$62.91	10%	($19.78)	-24%
EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%	4	$1,522.42	$566.19	37%	$956.23	63%	$311.96	48%
EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%	0	$1,136.17	$566.19	50%	$569.98	50%	($74.29)	-12%
Family	2	$1,661.00	$708.26	43%	$952.74	57%	2	$2,095.86	$566.19	27%	$1,529.67	73%	$576.93	61%
Monthly Total	21	$20,596	$14,873	72%	$5,723	28%	21	$19,718	$11,890	60%	$7,828	40%		

High Deductible Plan - T95

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	CHOICE HSA BXNQ-M / Rx. NH21 Enroll*	2022 Monthly Premium Rate	2022 ER Contrib. ($)	2022 ER Contrib. (%)	2022 EE Contrib. ($)	2022 EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
EE only	75	$554.69	$554.69	100%	$0.00	0%	75	$490.81	$490.81	100%	$0.00	0%	$0.00	0%
EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%	9	$1,187.76	$490.81	41%	$696.95	59%	$303.12	77%
EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%	2	$886.41	$490.81	55%	$395.60	45%	$1.77	0%
Family	6	$1,164.85	$554.69	48%	$610.16	52%	6	$1,635.14	$490.81	30%	$1,144.33	70%	$534.17	88%
Monthly Total	92	$59,025	$51,031	86%	$7,993	14%	92	$59,084	$45,155	76%	$13,930	24%		
			HSA Seed						HSA Seed					
			$174,800						$174,800					

		Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)
Est. Monthly Total	113	$79,621	$65,905	83%	$13,716	17%	113	$78,802	$57,045	72%	$21,758	28%
Est. Annual Total		$955,451	$790,859		$164,592			$945,626	$684,534		$261,092	
			Total Expenses						Total Expenses			
Δ from Current ($)			$965,659						$859,334			
							$ Difference from Current		-$106,325			
							% Difference from Current		-11%			

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 Neighborhood Health Partnership - Option 2 - 3 tier
Defined Contribution
0% Migration Assumed

HMO - T32 HMO

	2021 Monthly Funding & EE | ER Contributions						CHOICE HMO BXJR-M / Rx. NH21	2022 Renewal Monthly Funding & EE | ER Contributions							
Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
EE only	15	$790.95	$708.26	90%	$82.69	10%		15	$720.65	$648.59	90%	$72.07	10%	($10.63)	-13%
EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		4	$1,232.31	$648.59	53%	$583.73	47%	($60.55)	-9%
EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		0	$1,232.31	$648.59	53%	$583.73	47%	($60.55)	-9%
Family	2	$1,661.00	$708.26	43%	$952.74	57%		2	$1,513.37	$648.59	43%	$864.79	57%	($87.96)	-9%
Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		21	$18,766	$13,620	73%	$5,145	27%		

High Deductible Plan - T95

	2021 Monthly Funding & EE | ER Contributions						CHOICE HSA BXNQ-M / Rx. NH21	2022 Renewal Monthly Funding & EE | ER Contributions							
Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
EE only	75	$554.69	$554.69	100%	$0.00	0%		75	$562.24	$562.24	100%	$0.00	0%	$0.00	0%
EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%		9	$961.43	$562.24	58%	$399.19	42%	$5.36	1%
EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%		2	$961.43	$562.24	58%	$399.19	42%	$5.36	1%
Family	6	$1,164.85	$554.69	48%	$610.16	52%		6	$1,180.71	$562.24	48%	$618.47	52%	$8.31	1%
Monthly Total	92	$59,025	$51,031	86%	$7,993	14%		92	$59,828	$51,726	86%	$8,102	14%		
			HSA Seed							HSA Seed					
			$174,800							$174,800					
		Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		
Est. Monthly Total	113	$79,621	$65,905	83%	$13,716	17%		113	$78,594	$65,346	83%	$13,247	17%		
Est. Annual Total		$955,451	$790,859		$164,592				$943,125	$784,156		$158,968			
			Total Expenses							Total Expenses					
Δ from Current ($)			$965,659							$958,956					
							$ Difference from Current			-$6,703					
							% Difference from Current			-1%					

Enroll* - Subject to change at enrollment

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
January 1, 2022 - December 31, 2022

Currently Includes Preferred Fitness Certificate (Gyms)

Current | Renewal | Revised

Vendor	Florida Healthcare Plans			Florida Healthcare Plans		
Plan Name	T32			HDHP T95		
Plan Type	HMO			HSA		
Plan Details	*Network*			*Network*		
	Single	*Family*	*Family*	*Single*	*Family*	*Family*
Plan Deductible	$0		$0	$1,400		$2,800
Embedded Deductible:	N/A			No		
Calendar or Policy Year:	Calendar			Calendar		
Coinsurance:	15%			20%		
Maximum Out-of-Pocket:	$2,500		$5,000	$3,000		$6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes		
Physician Services						
Office Visit:	$20			Deductible + Coinsurance		
Specialist:	$35			Deductible + Coinsurance		
Chiropractic:	$15			Deductible + Coinsurance		
Telemedicine:	$10 (PCP) | $30 (Mental Health)			Ded + $10 (PCP) | Ded + $30 (Mental Health)		
Hospital / Emergency Services						
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)			Deductible + Coinsurance		
Emergency Room:	$200			Deductible + Coinsurance		
Urgent Care:	$75			Deductible + Coinsurance		
Outpatient Surgical Facility:	$400			Deductible + Coinsurance		
Ambulatory Surgery Center:	$200			Deductible + Coinsurance		
Diagnostic Services						
Lab & X-Ray Outpatient:	$0			Deductible + Coinsurance		
Advanced Imaging Services (MRI, MRA, PET, CT):	$25			Deductible + Coinsurance		
Prescription Drug						
Deductible:	N/A			Calendar Year Deductible		
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%			$3 | $10 | $30 | $55 | 15% | 25%		
Walgreens Tier:	$15 | $15 | $35 | $60			$15 | $15 | $35 | $60		
Specialty Tier:	N/A			N/A		
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162			$6 | $27 | $87 | $162		
Non-Network Plan Details	*Non-Network*			*Non-Network*		
Plan Deductible	N/A			$2,800		$5,600
Coinsurance:	N/A			40%		
Maximum Out-of-Pocket:	N/A			$6,000		$12,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A		

Plan Rates | Current Enrollment		Current	Renewal	Revised		Current	Renewal	Revised
Employee:	15	$790.95	$925.19	$832.64	75	$554.69	$671.18	$604.04
Employee + Spouse:	4	$1,352.53	$1,582.08	$1,423.83	9	$948.52	$1,147.71	$1,032.90
Employee + Child(ren):	0	$1,352.53	$1,582.08	$1,423.83	2	$948.52	$1,147.71	$1,032.90
Family:	2	$1,661.00	$1,942.91	$1,748.56	6	$1,164.85	$1,409.47	$1,268.48
Estimated Monthly Premiums:	21	$20,596	$24,092	$21,682	92	$59,025	$71,420	$64,276
Estimated Annual Premiums:		**$247,156**	**$289,104**	**$260,184**		**$708,295**	**$857,042**	**$771,309**
Rate Change from Current (%):			17.0%	5.3%			21.0%	8.9%

	Current	Renewal	Revised
Estimated Grand Total Annual Premiums:	**$955,451**	**$1,146,145**	**$1,031,494**
PEPY	$8,455	$10,143	$9,128
Rate Change from Current (%):		20.0%	8.0%
Rate Change from Current ($):		$190,694	$76,043

No Motion, No Credits, No Walgreens

Option 3

UHC National Network

Vendor	UnitedHealthcare		UnitedHealthcare	
Plan Name	BWQ5-M / Rx 124Y		AHM8-M / Rx 124Y	
Plan Type	INS Choice HMO		INS Choice Plus HSA PPO	
Plan Details	*Network*			
	Single	*Family*	*Single*	*Family*
Plan Deductible	$0	$0	$1,400	$2,800
Embedded Deductible:	N/A		No	
Calendar or Policy Year:	Calendar		Calendar	
Coinsurance:	15%		20%	
Maximum Out-of-Pocket:	$2,500	$5,000	$3,000	$6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes		Yes, N/A, Yes	
Physician Services				
Office Visit:	$20		Deductible + Coinsurance	
Specialist:	$35		Deductible + Coinsurance	
Chiropractic:	$20		Deductible + Coinsurance	
Telemedicine:	$0		Deductible + Coinsurance	
Hospital / Emergency Services				
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)		Deductible + Coinsurance	
Emergency Room:	$200		Deductible + Coinsurance	
Urgent Care:	$75		Deductible + Coinsurance	
Outpatient Surgical Facility:	$400		Deductible + Coinsurance	
Ambulatory Surgery Center:	$400		Deductible + Coinsurance	
Diagnostic Services				
Lab & X-Ray Outpatient:	$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	$25		Deductible + Coinsurance	
Prescription Drug				
Deductible:	N/A		Calendar Year Deductible	
Prescription Tier:	$10 | $35 | $70		$10 | $35 | $70	
Walgreens Tier:	N/A		N/A	
Specialty Tier:	$10 | $150 | $500		$10 | $150 | $500	
Mail Order Prescription (90 Day Supply):	2.5x's Copay		2.5x's Copay	
Non-Network Plan Details	*Non-Network*		*Non-Network*	
Plan Deductible	N/A		$2,800	$5,600
Coinsurance:	N/A		40%	
Maximum Out-of-Pocket:	N/A		$6,000	$12,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A	

	UHC Tiering	Retiered Mirroring FHCP	UHC Tiering	Retiered Mirroring FHCP
Employee:	$744.94	$853.34	$599.65	$686.91
Employee + Spouse:	$1,802.75	$1,459.21	$1,451.15	$1,174.62
Employee + Child(ren):	$1,345.38	$1,459.21	$1,082.98	$1,174.62
Family:	$2,481.78	$1,792.02	$1,997.75	$1,442.51
Estimated Monthly Premiums:	$23,349	$22,221	$72,187	$73,094
Estimated Annual Premiums:	**$280,184**	**$266,652**	**$866,239**	**$877,130**
Rate Change from Current (%):	13.4%	7.9%	22.3%	23.8%

	UHC Tiering	Retiered Mirroring FHCP
Estimated Grand Total Annual Premiums:	**$1,146,423**	**$1,143,781**
PEPY	$10,145	$10,122
Rate Change from Current (%):	20.0%	19.7%
Rate Change from Current ($):	$190,971	$188,330

Notes:

UHC Tiering: There are different rates for each of the 4 tiers (Employee Only, Employee + Spouse, Employee + Children, & Family)
FHCP Tiering: The Employee + Spouse and Employee + Child rates are the same
Adding Motion, Implementation & Wellness Credits will result in a 1.5 - 2.5% rate load
For more detail on the Motion program and for additional Pharmacy detail, please see the appendix section of the complete RFP response.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 United Health Care - Option 3 - 4 tier
Defined Contribution
0% Migration Assumed

HMO - T32 HMO

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	INS Choice HMO BWQ5-M / Rx 124Y	2022 Enroll*	2022 Monthly Premium Rate	2022 ER Contrib. ($)	2022 ER Contrib. (%)	2022 EE Contrib. ($)	2022 EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
EE only	15	$790.95	$708.26	90%	$82.69	10%		15	$744.94	$670.45	90%	$74.49	10%	($8.20)	-10%
EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		4	$1,802.75	$670.45	37%	$1,132.30	63%	$488.03	76%
EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		0	$1,345.38	$670.45	50%	$674.93	50%	$30.66	5%
Family	2	$1,661.00	$708.26	43%	$952.74	57%		2	$2,481.78	$670.45	27%	$1,811.33	73%	$858.59	90%
Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		21	$23,349	$14,079	60%	$9,269	40%		

High Deductible Plan - T95

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	INS Choice Plus HSA PPO AHM8-M/RX 124Y	2022 Enroll*	2022 Monthly Premium Rate	2022 ER Contrib. ($)	2022 ER Contrib. (%)	2022 EE Contrib. ($)	2022 EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
EE only	75	$554.69	$554.69	100%	$0.00	0%		75	$599.65	$599.65	100%	$0.00	0%	$0.00	0%
EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%		9	$1,451.15	$599.65	41%	$851.50	59%	$457.67	116%
EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%		2	$1,082.98	$599.65	55%	$483.33	45%	$89.50	23%
Family	6	$1,164.85	$554.69	48%	$610.16	52%		6	$1,997.75	$599.65	30%	$1,398.10	70%	$787.94	129%
Monthly Total	92	$59,025	$51,031	86%	$7,993	14%		92	$72,187	$55,168	76%	$17,019	24%		
			HSA Seed $174,800							HSA Seed $174,800					
		Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		
Est. Monthly Total	113	$79,621	$65,905	83%	$13,716	17%		113	$95,535	$69,247	72%	$26,288	28%		
Est. Annual Total		$955,451	$790,859		$164,592				$1,146,423	$830,966		$315,457			
			Total Expenses							Total Expenses					
Δ from Current ($)			$965,659							$1,005,766					
							$ Difference from Current			$40,107					
							% Difference from Current			4%					

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 United Health Care - Option 3 - 3 tier
Defined Contribution
0% Migration Assumed

HMO - T32 HMO

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	INS Choice HMO BWQ5-M / Rx 124Y	2022 Renewal Enroll*	2022 Renewal Monthly Premium Rate	2022 Renewal ER Contrib. ($)	2022 Renewal ER Contrib. (%)	2022 Renewal EE Contrib. ($)	2022 Renewal EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
EE only	15	$790.95	$708.26	90%	$82.69	10%		15	$853.34	$768.01	90%	$85.33	10%	$2.64	3%
EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		4	$1,459.21	$768.01	53%	$691.20	47%	$46.93	7%
EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		0	$1,459.21	$768.01	53%	$691.20	47%	$46.93	7%
Family	2	$1,661.00	$708.26	43%	$952.74	57%		2	$1,792.02	$768.01	43%	$1,024.01	57%	$71.27	7%
Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		21	$22,221	$16,128	73%	$6,093	27%		

High Deductible Plan - T95

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	INS Choice Plus HSA PPO AHM8-M/RX 124Y	2022 Renewal Enroll*	2022 Renewal Monthly Premium Rate	2022 Renewal ER Contrib. ($)	2022 Renewal ER Contrib. (%)	2022 Renewal EE Contrib. ($)	2022 Renewal EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
EE only	75	$554.69	$554.69	100%	$0.00	0%		75	$686.91	$686.91	100%	$0.00	0%	$0.00	0%
EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%		9	$1,174.62	$686.91	58%	$487.71	42%	$93.88	24%
EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%		2	$1,174.62	$686.91	58%	$487.71	42%	$93.88	24%
Family	6	$1,164.85	$554.69	48%	$610.16	52%		6	$1,442.51	$686.91	48%	$755.60	52%	$145.44	24%
Monthly Total	92	$59,025	$51,031	86%	$7,993	14%		92	$73,094	$63,196	86%	$9,898	14%		
			HSA Seed							HSA Seed					
			$174,800							$174,800					
		Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		
Est. Monthly Total	113	$79,621	$65,905	83%	$13,716	17%		113	$95,315	$79,324	83%	$15,991	17%		
Est. Annual Total		$955,451	$790,859		$164,592				$1,143,781	$951,886		$191,895			
			Total Expenses							Total Expenses					
Δ from Current ($)			$965,659							$1,126,686					
							$ Difference from Current			$161,027					
							% Difference from Current			17%					

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
January 1, 2022 - December 31, 2022

Currently Includes Preferred Fitness Certificate (Gyms)

Current | Renewal | Revised

No Motion, No Credits, National Rx (Includes Walgreens)

Option 4

UHC National Network

Vendor	Florida Healthcare Plans			Florida Healthcare Plans			UnitedHealthcare		UnitedHealthcare	
Plan Name	T32			HDHP T95			BWQ5-M / Rx 570		AHM8-M / Rx 570	
Plan Type	HMO			HSA			INS Choice HMO		INS Choice Plus HSA PPO	
Plan Details	*Network*			*Network*			*Network*			
	Single	*Family*		*Single*	*Family*		*Single*	*Family*	*Single*	*Family*
Plan Deductible	$0		$0	$1,400		$2,800	$0	$0	$1,400	$2,800
Embedded Deductible:	N/A			No			N/A		No	
Calendar or Policy Year:	Calendar			Calendar			Calendar		Calendar	
Coinsurance:	15%			20%			15%		20%	
Maximum Out-of-Pocket:	$2,500		$5,000	$3,000		$6,000	$2,500	$5,000	$3,000	$6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			N/A, Yes, Yes		Yes, N/A, Yes	
Physician Services										
Office Visit:	$20			Deductible + Coinsurance			$20		Deductible + Coinsurance	
Specialist:	$35			Deductible + Coinsurance			$35		Deductible + Coinsurance	
Chiropractic:	$15			Deductible + Coinsurance			$20		Deductible + Coinsurance	
Telemedicine:	$10 (PCP) | $30 (Mental Health)			Ded + $10 (PCP) | Ded + $30 (Mental Health)			$0		Deductible + Coinsurance	
Hospital / Emergency Services										
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)			Deductible + Coinsurance			$250/Day (5 Days Max)		Deductible + Coinsurance	
Emergency Room:	$200			Deductible + Coinsurance			$200		Deductible + Coinsurance	
Urgent Care:	$75			Deductible + Coinsurance			$75		Deductible + Coinsurance	
Outpatient Surgical Facility:	$400			Deductible + Coinsurance			$400		Deductible + Coinsurance	
Ambulatory Surgery Center:	$200			Deductible + Coinsurance			$400		Deductible + Coinsurance	
Diagnostic Services										
Lab & X-Ray Outpatient:	$0			Deductible + Coinsurance			$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	$25			Deductible + Coinsurance			$25		Deductible + Coinsurance	
Prescription Drug										
Deductible:	N/A			Calendar Year Deductible			N/A		Calendar Year Deductible	
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%			$3 | $10 | $30 | $55 | 15% | 25%			$10 | $35 | $70		$10 | $35 | $70	
Walgreens Tier:	$15 | $15 | $35 | $60			$15 | $15 | $35 | $60			$10 | $35 | $70		$10 | $35 | $70	
Specialty Tier:	N/A			N/A			$10 | $35 | $70		$10 | $35 | $70	
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162			$6 | $27 | $87 | $162			2.5x's Copay		2.5x's Copay	
Non-Network Plan Details	*Non-Network*			*Non-Network*			*Non-Network*		*Non-Network*	
Plan Deductible	N/A			$2,800		$5,600	N/A		$2,800	$5,600
Coinsurance:	N/A			40%			N/A		40%	
Maximum Out-of-Pocket:	N/A			$6,000		$12,000	N/A		$6,000	$12,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A		N/A	

Plan Rates | Current Enrollment		Current	Renewal	Revised		Current	Renewal	Revised	UHC Tiering	Retiered Mirroring FHCP	UHC Tiering	Retiered Mirroring FHCP
Employee:	15	$790.95	$925.19	$832.64	75	$554.69	$671.18	$604.04	$751.59	$860.96	$601.50	$689.03
Employee + Spouse:	4	$1,352.53	$1,582.08	$1,423.83	9	$948.52	$1,147.71	$1,032.90	$1,818.85	$1,472.24	$1,455.63	$1,178.24
Employee + Child(ren):	0	$1,352.53	$1,582.08	$1,423.83	2	$948.52	$1,147.71	$1,032.90	$1,357.39	$1,472.24	$1,086.32	$1,178.24
Family:	2	$1,661.00	$1,942.91	$1,748.56	6	$1,164.85	$1,409.47	$1,268.48	$2,503.94	$1,808.02	$2,003.91	$1,446.96
Estimated Monthly Premiums:	21	$20,596	$24,092	$21,682	92	$59,025	$71,420	$64,276	$23,557	$22,419	$72,409	$73,320
Estimated Annual Premiums:		**$247,156**	**$289,104**	**$260,184**		**$708,295**	**$857,042**	**$771,309**	**$282,686**	**$269,033**	**$868,911**	**$879,836**
Rate Change from Current (%):			17.0%	5.3%			21.0%	8.9%	14.4%	8.9%	22.7%	24.2%

	Current	Renewal	Revised	UHC Tiering	Retiered Mirroring FHCP
Estimated Grand Total Annual Premiums:	**$955,451**	**$1,146,145**	**$1,031,494**	**$1,151,597**	**$1,148,869**
PEPY	$8,455	$10,143	$9,128	$10,191	$10,167
Rate Change from Current (%):		20.0%	8.0%	20.5%	20.2%
Rate Change from Current ($):		$190,694	$76,043	$196,146	$193,417

Notes:

UHC Tiering: There are different rates for each of the 4 tiers (Employee Only, Employee + Spouse, Employee + Children, & Family)
FHCP Tiering: The Employee + Spouse and Employee + Child rates are the same
Adding Motion, Implementation & Wellness Credits will result in a 1.5 - 2.5% rate load
For more detail on the Motion program and for additional Pharmacy detail, please see the appendix section of the complete RFP response.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 United Health Care - Option 4 - 4 tier
Defined Contribution
0% Migration Assumed

HMO - T32 HMO

	2021 Monthly Funding & EE | ER Contributions						INS Choice BWQ5-M / Rx 570	2022 Renewal Monthly Funding & EE | ER Contributions							
Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
EE only	15	$790.95	$708.26	90%	$82.69	10%		15	$751.59	$676.43	90%	$75.16	10%	($7.53)	-9%
EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		4	$1,818.85	$676.43	37%	$1,142.42	63%	$498.15	77%
EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		0	$1,357.39	$676.43	50%	$680.96	50%	$36.69	6%
Family	2	$1,661.00	$708.26	43%	$952.74	57%		2	$2,503.94	$676.43	27%	$1,827.51	73%	$874.77	92%
Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		21	$23,557	$14,205	60%	$9,352	40%		

High Deductible Plan - T95

	2021 Monthly Funding & EE | ER Contributions						INS Choice Plus HSA PPO AHM8-M/RX 570	2022 Renewal Monthly Funding & EE | ER Contributions							
Enrollment Tier	Enroll	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)		Enroll*	Monthly Premium Rate	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
EE only	75	$554.69	$554.69	100%	$0.00	0%		75	$601.50	$601.50	100%	$0.00	0%	$0.00	0%
EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%		9	$1,455.63	$601.50	41%	$854.13	59%	$460.30	117%
EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%		2	$1,086.32	$601.50	55%	$484.82	45%	$90.99	23%
Family	6	$1,164.85	$554.69	48%	$610.16	52%		6	$2,003.91	$601.50	30%	$1,402.41	70%	$792.25	130%
Monthly Total	92	$59,025	$51,031	86%	$7,993	14%		92	$72,409	$55,338	76%	$17,071	24%		
			HSA Seed							HSA Seed					
			$174,800							$174,800					

		Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)
Est. Monthly Total	113	$79,621	$65,905	83%	$13,716	17%		113	$95,966	$69,543	72%	$26,423	28%
Est. Annual Total		$955,451	$790,859		$164,592				$1,151,597	$834,517		$317,080	
			Total Expenses							Total Expenses			
Δ from Current ($)			$965,659							$1,009,317			
							$ Difference from Current			$43,657			
							% Difference from Current			5%			

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 United Health Care - Option 4 - 3 tier
Defined Contribution
0% Migration Assumed

HMO - T32 HMO

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	INS Choice BWQ5-M / Rx 570	2022 Enroll*	2022 Monthly Premium Rate	2022 ER Contrib. ($)	2022 ER Contrib. (%)	2022 EE Contrib. ($)	2022 EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
EE only	15	$790.95	$708.26	90%	$82.69	10%		15	$860.96	$774.86	90%	$86.10	10%	$3.41	4%
EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%		4	$1,472.24	$774.86	53%	$697.38	47%	$53.11	8%
EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%		0	$1,472.24	$774.86	53%	$697.38	47%	$53.11	8%
Family	2	$1,661.00	$708.26	43%	$952.74	57%		2	$1,808.02	$774.86	43%	$1,033.16	57%	$80.42	8%
Monthly Total	21	$20,596	$14,873	72%	$5,723	28%		21	$22,419	$16,272	73%	$6,147	27%		

High Deductible Plan - T95

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	INS Choice Plus HSA PPO AHM8-M/RX 570	2022 Enroll*	2022 Monthly Premium Rate	2022 ER Contrib. ($)	2022 ER Contrib. (%)	2022 EE Contrib. ($)	2022 EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
EE only	75	$554.69	$554.69	100%	$0.00	0%		75	$689.03	$689.03	100%	$0.00	0%	$0.00	0%
EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%		9	$1,178.24	$689.03	58%	$489.21	42%	$95.38	24%
EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%		2	$1,178.24	$689.03	58%	$489.21	42%	$95.38	24%
Family	6	$1,164.85	$554.69	48%	$610.16	52%		6	$1,446.96	$689.03	48%	$757.93	52%	$147.77	24%
Monthly Total	92	$59,025	$51,031	86%	$7,993	14%		92	$73,320	$63,391	86%	$9,929	14%		
			HSA Seed							HSA Seed					
			$174,800							$174,800					

		Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)			Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)
Est. Monthly Total	113	$79,621	$65,905	83%	$13,716	17%		113	$95,739	$79,663	83%	$16,076	17%
Est. Annual Total		$955,451	$790,859		$164,592				$1,148,869	$955,955		$192,914	
			Total Expenses							Total Expenses			
Δ from Current ($)			$965,659							$1,130,755			
							$ Difference from Current			$165,096			
							% Difference from Current			17%			

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Executive Summary of Medical & Prescription Drug Coverage

City of Holly Hill

January 1, 2022 - December 31, 2022

Currently Includes Preferred Fitness Certificate (Gyms)

	Current | Renewal | Revised						Option 5			
Vendor	Florida Healthcare Plans			Florida Healthcare Plans			Humana		Humana	
Plan Name	T32			HDHP T95			OA HMO 16 Copay I/80		16 Coinsh/8050	
Plan Type	HMO			HSA			HMO		NPOS - HDHP	
Plan Details	*Network*			*Network*			*Network*		*Network*	
	Single	*Family*	*Family*	*Single*	*Family*	*Family*	*Single*	*Family*	*Single*	*Family*
Plan Deductible	$0		$0	$1,400		$2,800	$250	$500	$1,500	$3,000
Embedded Deductible:	N/A			No			Yes		No	
Calendar or Policy Year:	Calendar			Calendar			Calendar		Calendar	
Coinsurance:	15%			20%			20%		20%	
Maximum Out-of-Pocket:	$2,500		$5,000	$3,000		$6,000	$2,000	$4,000	$3,000	$6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			Yes, Yes, Yes		Yes, N/A, Yes	
Physician Services										
Office Visit:	$20			Deductible + Coinsurance			$20		Deductible + Coinsurance	
Specialist:	$35			Deductible + Coinsurance			$35		Deductible + Coinsurance	
Chiropractic:	$15			Deductible + Coinsurance			$35		Deductible + Coinsurance	
Telemedicine:	$10 (PCP) | $30 (Mental Health)			Ded + $10 (PCP) | Ded + $30 (Mental Health)			$20		Deductible + Coinsurance	
Hospital / Emergency Services										
Inpatient Hospital Per Admission:	$250/Day (5 Days Max)			Deductible + Coinsurance			Deductible + Coinsurance		Deductible + Coinsurance	
Emergency Room:	$200			Deductible + Coinsurance			$250		Deductible + Coinsurance	
Urgent Care:	$75			Deductible + Coinsurance			$75		Deductible + Coinsurance	
Outpatient Surgical Facility:	$400			Deductible + Coinsurance			Deductible + Coinsurance		Deductible + Coinsurance	
Ambulatory Surgery Center:	$200			Deductible + Coinsurance			Deductible + Coinsurance		Deductible + Coinsurance	
Diagnostic Services										
Lab & X-Ray Outpatient:	$0			Deductible + Coinsurance			$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	$25			Deductible + Coinsurance			$300		Deductible + Coinsurance	
Prescription Drug										
Deductible:	N/A			Calendar Year Deductible			N/A		Calendar Year Deductible	
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%			$3 | $10 | $30 | $55 | 15% | 25%			$10 | $30 | $50 | 25%		$10 | $30 | $50 | 25%	
Walgreens Tier:	$15 | $15 | $35 | $60			$15 | $15 | $35 | $60			N/A		N/A	
Specialty Tier:	N/A			N/A			25% (Preferred) | 35% (Network)		N/A	
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162			$6 | $27 | $87 | $162			2.5x's Copay		2.5x's Copay	
Non-Network Plan Details	*Non-Network*			*Non-Network*			*Non-Network*		*Non-Network*	
Plan Deductible	N/A			$2,800		$5,600	N/A		$4,500	$9,000
Coinsurance:	N/A			40%			N/A		50%	
Maximum Out-of-Pocket:	N/A			$6,000		$12,000	N/A		$9,000	$18,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A		N/A	

Plan Rates | Current Enrollment		Current	Renewal	Revised		Current	Renewal	Revised	Option 5	
Employee:	15	$790.95	$925.19	$832.64	75	$554.69	$671.18	$604.04	$670.38	$552.11
Employee + Spouse:	4	$1,352.53	$1,582.08	$1,423.83	9	$948.52	$1,147.71	$1,032.90	$1,340.75	$1,104.21
Employee + Child(ren):	0	$1,352.53	$1,582.08	$1,423.83	2	$948.52	$1,147.71	$1,032.90	$1,273.72	$1,049.00
Family:	2	$1,661.00	$1,942.91	$1,748.56	6	$1,164.85	$1,409.47	$1,268.48	$2,145.21	$1,766.74
Estimated Monthly Premiums:	21	$20,596	$24,092	$21,682	92	$59,025	$71,420	$64,276	$19,709	$64,045
Estimated Annual Premiums:		**$247,156**	**$289,104**	**$260,184**		**$708,295**	**$857,042**	**$771,309**	**$236,509**	**$768,535**
Rate Change from Current (%):			17.0%	5.3%			21.0%	8.9%	-4.3%	8.5%

	Current	Renewal	Revised	Option 5
Estimated Grand Total Annual Premiums:	**$955,451**	**$1,146,145**	**$1,031,494**	**$1,005,044**
PEPY	$8,455	$10,143	$9,128	$8,894
Rate Change from Current (%):		20.0%	8.0%	5.2%
Rate Change from Current ($):		$190,694	$76,043	$49,593

Notes:

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

Funding & Contribution Summary - 2021 vs. Proposed 2022

Current & Proposed Funding & Contribution Scenarios

2022 Humana - Option 5
Defined Contribution
0% Migration Assumed

HMO - T32 HMO

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	OA HMO 16 Copay I/80 Enroll*	2022 Monthly Premium Rate	2022 ER Contrib. ($)	2022 ER Contrib. (%)	2022 EE Contrib. ($)	2022 EE Contrib. (%)	EE Δ from 2021	EE Δ from 2021
EE only	15	$790.95	$708.26	90%	$82.69	10%	15	$670.38	$603.34	90%	$67.04	10%	($15.65)	-19%
EE + Spouse	4	$1,352.53	$708.26	52%	$644.27	48%	4	$1,340.75	$603.34	45%	$737.41	55%	$93.14	14%
EE + Child(ren)	0	$1,352.53	$708.26	52%	$644.27	48%	0	$1,273.72	$603.34	47%	$670.38	53%	$26.11	4%
Family	2	$1,661.00	$708.26	43%	$952.74	57%	2	$2,145.21	$603.34	28%	$1,541.87	72%	$589.13	62%
Monthly Total	21	$20,596	$14,873	72%	$5,723	28%	21	$19,709	$12,670	64%	$7,039	36%		

High Deductible Plan - T95

Enrollment Tier	2021 Enroll	2021 Monthly Premium Rate	2021 ER Contrib. ($)	2021 ER Contrib. (%)	2021 EE Contrib. ($)	2021 EE Contrib. (%)	NPOS - HDHP 16 Coinsh/8050 Enroll*	2022 Monthly Premium Rate	2022 ER Contrib. ($)	2022 ER Contrib. (%)	2022 EE Contrib. ($)	2022 EE Contrib. (%)	EE Δ from 2021	from 2021 (%)
EE only	75	$554.69	$554.69	100%	$0.00	0%	75	$552.11	$552.11	100%	$0.00	0%	$0.00	0%
EE + Spouse	9	$948.52	$554.69	58%	$393.83	42%	9	$1,104.21	$552.11	50%	$552.10	50%	$158.27	40%
EE + Child(ren)	2	$948.52	$554.69	58%	$393.83	42%	2	$1,049.00	$552.11	53%	$496.89	47%	$103.06	26%
Family	6	$1,164.85	$554.69	48%	$610.16	52%	6	$1,766.74	$552.11	31%	$1,214.63	69%	$604.47	99%
Monthly Total	92	$59,025	$51,031	86%	$7,993	14%	92	$64,045	$50,794	79%	$13,250	21%		
			HSA Seed $174,800						HSA Seed $174,800					

	Enroll	Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)	Enroll	Total Premium	ER Contrib. ($)	ER Contrib. (%)	EE Contrib. ($)	EE Contrib. (%)
Est. Monthly Total	113	$79,621	$65,905	83%	$13,716	17%	113	$83,754	$63,464	76%	$20,289	24%
Est. Annual Total		$955,451	$790,859		$164,592			$1,005,044	$761,572		$243,473	

	Total Expenses		Total Expenses
Δ from Current ($)	$965,659	$ Difference from Current	-$29,288
		% Difference from Current	-3%

Enroll*- Subject to change at enrollment
HSA Seed is representative of max seed $1,900

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical,

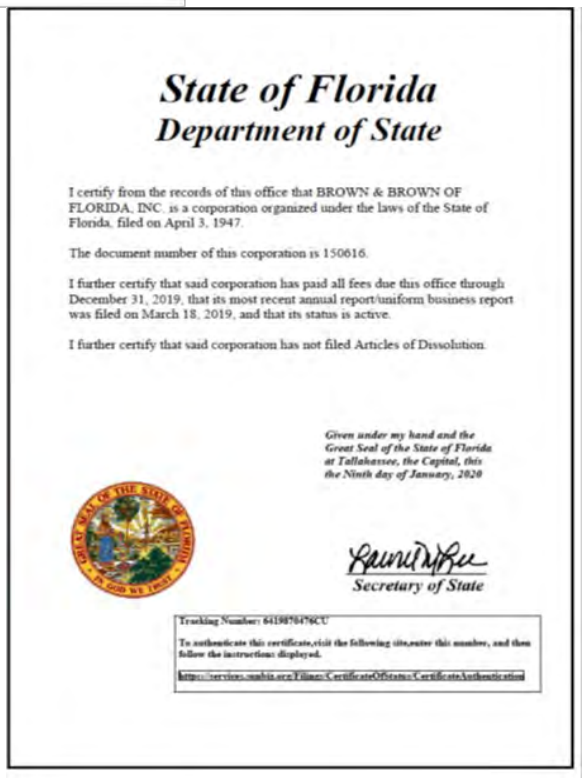
Other Information



CERTIFICATE OF LIABILITY INSURANCE



ADDITIONAL REMARKS SCHEDULE



State of Florida
Department of State

I certify from the records of this office that BROWN & BROWN OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 1947.

The document number of this corporation is 150616.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 18, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of January, 2020

Secretary of State

Tracking Number: 641987047SCU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Other Information



FLORIDA DEPARTMENT of FINANCIAL SERVICES

BROWN & BROWN OF FLORIDA, INC.

655 NORTH FRANKLIN STREET
SUITE 1900
TAMPA FL 33602

Agency License Number L007011

Location Number: 125245

Issued On 07/25/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jeff Atwater
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

STEPHEN PHILLIP FARMER

License Number : A081083

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	06/07/1996

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at http://www.myfloridacfo.com/agents/.

Jeff Atwater
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

DUSTIN SMURDON

License Number : W288069

Resident Insurance License	Issue Date
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	09/29/2018
• 0220 - GENERAL LINES (PROP & CAS)	10/22/2015

Please Note:

Jimmy Patronis
Chief Financial Officer
State of Florida

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JESSICA SCOTT

License Number : P076149

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

12/16/2006

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at http://www.myfloridacfo.com/agents/.

Jeff Atwater
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

BRANDON SAVAGE

License Number : P187689

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

04/04/2009

Please Note:

Jeff Atwater
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

STEPHEN JOHN HALL

License Number : A108842

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

10/25/2014

Please Note:

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MICHAEL JOSEPH RUSIN

License Number : W465261

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

01/29/2018

Please Note:

Jimmy Patronis
Chief Financial Officer
State of Florida

Certified Financial Statements

Brown & Brown's 10-K is our annual report required by the U.S. Securities and Exchange Commission, that gives a comprehensive summary of our financial performance. Brown & Brown's financials are audited by an independent registered public accounting firm, Deloitte & Touche LLP, per the 10-K found in the link below:

https://investor.bbinsurance.com/node/17511/html

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Minimum Qualifications of Proposed Insurers:

A.M. BEST'S INSURANCE RATINGS & CARRIER WEBSITES

The insurance company providing coverage has the following A.M. Best Financial Rating:

A++ to D = Highest to Lowest Rating
XV to I = Largest to Smallest Rating

Not Rated Companies:

NR = Not rated by A.M. Best

Carrier Name	Best's Rating for Stability	FSC Rating for Assets/ Surplus	Web Address	Provider Directory
Aetna Health Inc.	A	XV	www.aetna.com	Yes
Cigna Health and Life Insurance Company Cigna HealthCare of Florida, Inc.	A	XV	www.cigna.com	Yes
EyeMed Insurance Company (underwritten by Fidelity Security Life)	A-	VIII	www.enrollwitheyemed.com	Yes
Florida Combined Life Insurance Company, Inc.	A	IX	www.bcbsfl.com	N/A
Florida Health Care Plan Inc.	A+	XV	www.fhcp.com	Yes
Humana Health Insurance of Florida, Inc. (PPO , EPO, Indemnity Plans)	A-	XV	www.humana.com	Yes
Transamerica Life Insurance	A+	XV	www.transamerica.com	N/A
UnitedHealthcare Insurance Company (Insurance Paper)	A	XV	www.uhc.com	Yes

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Below is a listing of the carriers we work with and have preferred status (not exhaustive):

Medical	• Aetna • AllSavers • Assurant • AvMed • Florida Blue (all affiliates)	• Capital Health Plans • Cigna • Florida Health Care Plans • Health First / Florida Hospital Care Advantage	• Humana • Neighborhood Health Partnership • United Healthcare
Alternate Funding / Other	• Benecon / Veris • ELAP Services • Innovative Health Plan	• Innovative Workplace Benefits • National General Life • Ownership Rewards	• Trustmark • Wellnet
ASO & TPA	• Aetna / Meritain • Ameraplan • Allied • America's Choice	• BCBS of SC (TPA) • Cigna • Continental Benefits • Coresource	• Maestro Health • Mayo Clinic • Nova Health • UHC / UMR
Stop Loss	• AIG • Berkshire Hathaway • Guardian Life & Health • HCC Life	• HM Insurance • TMS (Munich) Re • SunLife Financial • Swiss Re	• Symetra • Voya Financial • Zurich
Pharmacy Benefit Management	• Axia Strategies • CVS Caremark • Coretrust	• Evergreen Rx • Express Scripts, Inc. • Optum Rx	• Pillar Rx • RxBenefits • WellDyne Rx
National Preferred Ancillary & Worksite	• Advantica • Aetna* • Aflac* • AIG* • Allstate Financial* • Ameritas • Axa Financial* • Boston Mutual* • Cigna* • Colonial Life* • Delta Dental*	• EyeMed • Florida Combined Life* • Guardian Life & Health* • Hartford Life* • Humana* • Liberty Mutual* • Lincoln Financial* • Metropolitan Life* • Mutual of Omaha* • Principal Financial* • Prudential of America*	• Reliance Standard* • Standard Insurance* • SunLife Financial (Assurant)* • Superior Vision • TransAmerica* • Unum Insurance* • Vision Service Plan • Voya Financial*
FSA, HSA, HRA	• EBC Flex • Health Equity • HSA Bank	• Infinisource • Optum Bank • PNC Bank	• ProBenefits • TASC • Wage Works
Technology	• Benefits Focus • Benefits Science • Hodges and Mace	• Jellyvision • Liazon • Maestro Health	• Maxwell Health • PlanSource • Web Benefits Design
Wellness	• Abenity • Go365 (Humana Vitality) • Health Advocate	• Health Designs • Rally • Redbrick Health	• Retrofit • Selfhelpworks • Virgin Pulse
EAP	• ACI Specialty Benefits • Aetna Resources For Living	• Bensinger, DuPont, & Associates • Integrated Behavioral Health	• ***Ancillary Carriers marked with "*" also offer EAP services***

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

VIII. Separability of Coverages

Brown & Brown has noted within our proposal (see “Premiums” section) premiums for each line of coverage with each carrier either as stand alone options or as packages.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

IX. Contract Term/ Completion Time

All Required Forms

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue
Holly Hill, Florida 32117
Telephone (386) 248-9440
Fax (386) 248-9498

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: BROKER SERVICES, MEDICAL, DENTAL, VISION, FIREFIGHTER CANCER, AND LIFE BENEFITS

RFP NUMBER: 21HRD001

RFP OPENING DATE & TIME: October 12, 2021, 2:00pm

RFP DEADLINE FOR QUESTIONS: September 20, 2021, 5:00pm

CONTRACT START DATE: January 1, 2022

RFP OPENING LOCATION: 1065 Ridgewood Avenue, Holly Hill, FL 32117, City Hall, Large Conference Room

PRE-SUBMITTAL MEETING: N/A

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Steve Farmer

PROPOSER'S MAILING ADDRESS: 300 North Beach Street

CITY-STATE-ZIP: Daytona Beach, FL 32114

F.E.I.N.: 590864469

PHONE NUMBER: 386-252-9601 FAX NUMBER: 386-239-5705

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Holly Hill, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Holly Hill all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Holly Hill. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

Steve Farmer / EVP
NAME (TYPED) / TITLE

10/08/2021
DATE

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Holly Hill, located in east central Florida on the banks of the Halifax River (Intra-Coastal Waterway) bounded on the north by Ormond Beach and the south by Daytona Beach, has issued this Request for Proposals with the sole purpose and intent of obtaining bids from interested qualified firms licensed to do business in the State of Florida offering to provide **Broker Services, Medical, Dental, Vision, Firefighter Cancer, and Life Insurance** in accordance with the specifications stated and/or attached herein/hereto.

The City of Holly Hill will contract with a firm experienced in the placement and servicing of its employee benefit insurance program. This insurance program includes Medical, Dental, Vision, Firefighter Cancer, and Life employee insurance coverages along with Broker Services.

It is the intent and purpose of the City of Holly Hill (City) that this Request for Proposal promotes competitive selection. It shall be the Vendor's responsibility to advise the City's Clerk if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

Sealed Proposals must be delivered **no later than** the date and time listed in the Timetable above. All times referenced are local time.

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, City of Holly Hill, City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida, until the date and time referenced in the Timetable above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly and the names of all Vendors shall be read aloud.

The City of Holly Hill reserves the right to reject any or all proposals or parts of proposals if it is in the best interest of the City.

II. BACKGROUND

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill's Annual Comprehensive Financial Report for fiscal year 2019-2020, which is available upon request from the City Clerk. The City's Annual Budget for fiscal year 2020-2021 can be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

III. INQUIRIES

Direct questions related to this **RFP** to Diane Cole, Human Resource Director, and submit such questions in writing to dcole@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

IV. GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or 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.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Holly Hill cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Holly Hill in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of VendorLink (www.myvendorlink.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than VendorLink, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the City Clerk's Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the City Clerk's Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of the authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Holly Hill reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Holly Hill.

MINORITY POLICIES: The City of Holly Hill, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Holly Hill reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Holly Hill is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Holly Hill, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Holly Hill and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Holly Hill. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

NO LOBBYING: All Vendors are hereby placed on notice that the City of Holly Hill Commission, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the Human Resources Manager or Finance Director who are designated for the purpose to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted proposals for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW: Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(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.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

THE CITY OF HOLLY HILL RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

A. The City of Holly Hill reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The contract could be terminated at any time due to the vendor's default under terms of the agreement.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Holly Hill and the firm selected.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

AMERICANS WITH DISABILITIES ACT (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the Human Resources office at 386-248-9440 at least 48 hours before the scheduled event.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

V. SCOPE OF SERVICES

AGENT OF RECORD SERVICES FOR EMPLOYEE BENEFIT PROGRAMS

The City of Holly Hill is currently fully-insured with Florida Health Care plans. The health plan provides coverage to full-time employees, their eligible dependents and retirees. The City of Holly Hill has approximately 107 full-time employees including the City Commission. There are 46 enrolled retirees in the basic life insurance plan with currently 7 retirees enrolled in the medical plan and one COBRA participant in the medical plan.

Currently, employees hired prior to January 1, 2021 have a choice between two plans with Florida Health Care: a Health Savings Account – POS plan and an HMO plan. Employees hired January 1, 2021 and thereafter are only entitled to enroll in the Health Savings Account plan.

The City of Holly Hill also offers an employer-paid basic life plan with AD&D which is currently with USAble with a dependent and voluntary life option for employees to enroll and are responsible for 100% of the premium, as well as a fire cancer policy through Chubb – which is only provided for firefighters, and paid entirely by the City. Also, offered are PPO dental and vision plans through MetLife and EyeMed which are 100% paid by the employee.

New hire insurance is effective the 1st of the month following 30 days of employment and termination occurs on the last day of the month of which the employee is employed.

The City of Holly Hill is seeking a qualified Agent of Record for the purpose of reviewing and evaluating ongoing employee benefit programs to assure such programs are complying with all Federal, State, and Local rules. The Agent of Record will be expected to market carriers who can provide group Medical, Dental, Vision, Fire Cancer, and Life insurance in an effort to obtain the best product at the best price for the calendar year beginning January 1, 2022 and submit said proposals with this RFP. The term of this agreement will be one year beginning January 1, 2022. The agreement should include an option of the continuation of services for three (3) additional one (1) calendar year period renewals thereafter between the City and the selected firm. Employee benefit programs include Medical, Dental, Vision, Fire Cancer, and Life insurance products and services. The Agent of Record will advise on current trends or innovative programs that may be of interest to or benefit the City of Holly Hill employee benefit programs. The City of Holly Hill reserves the right to add, modify, or delete coverages as determined to be in the best interest of the city. All coverages are to be proposed to the City net of commission. Included within the scope of services the Agent of Record will facilitate claim review and coverage issues as requested.

The attachments to the bid show current plan designs, premiums and employee contributions. Please propose benefit plans that duplicate the current benefit levels as close as possible, as well at the alternate design that the City is requesting to promote clinic utilization similar to that offered through Florida Health Care's Wellness Centers. Specify how any other plan benefit options deviate from the current plan designs.

The City of Holly Hill is requesting sealed proposals for insurance coverage for the following lines of group coverage:

Medical
Dental
Vision
Fire Cancer
Life

The proposer will be expected to provide equal or exceed present services. Submittals are requested for fully-insured quotes. Insurance is to be effective beginning January 1, 2022.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Please provide the City of Holly Hill with the Scope of Services that your agency provided as the Agent of Record proposer for the Employee Benefits Program. The scope of services must include:

- Medical proposers and pharmacy benefit providers are expected to provide fully insured proposals and alternate funding proposals.
- The City currently has a proactive wellness and disease management program, including participation incentives, including but not limited to health screenings, flu shot programs, health risk assessments and health fairs. Please provide details in your proposal of all current program offerings including,if applicable, any additional cost. Proposals should detail the support staff and other assistance that will be provided.
- Proposers are encouraged to include performance guarantees, implementation guarantees, service guarantees and network guarantees.
- Proposer must be able to offer a high qualify, accessible provider network(s) sufficient to meet the needs and geographic diversity of a group covering in excess of 120 individuals with their dependents. Provider network must include hospital, physician, and other provider services in Volusia, Seminole, Lake, Brevard, Flagler and St. Johns Counties. Please note that local or regional networks can be proposed, but it is the City's preference that national networks be made available to the employees, retirees and their dependents.
- Proposer is to include a copy of their preferred drug listing for consideration.
- It is the responsibility of the successful proposers to provide the necessary forms, papers, etc., for initial enrollment and also the administration of benefits including but not limited to: brochures outlining schedule of benefits, directories, certificates, claim forms, identification cards, benefit booklets, etc., where applicable.
- Please provide sample reports that the City would be able to receive on a monthly, quarterly and annual basis.
- It is a requirement of the City to award the contract to a vendor that offers an interactive website that would allow employees the ability to research the status of their claims on the internet, research information such as Preferred Drug Lists, search provider directories, etc.
- The City is requesting the Agent of Record to include an on-line enrollment and electronic administration of the City's benefit programs, all proposers must have technological capacity to transmit and accept eligibility files from your proposing system, and demonstrate security measures in place to protect sensitive data.
- It is a requirement that the Agent of Record awarded this contract provide representative(s) to assist with implementation, open enrollment, employee communications and ongoing assistance with routine plan administration. Please provide a proposed schedule given that the tentative award date of October 26, 2021 and enrollment start date of November 15, 2021 with a January 1, 2022 effective date.

ATTACHED EXHIBITS:

Section V – Exhibits – RFQ Employee Benefits – 2022

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

VI. QUESTIONNAIRE:

Where applicable please check the correct response:

Q1. Is the Agent of Record properly licensed by the State of Florida; currently in good standing with the State of Florida Department of Insurance and all other applicable regulatory entities to conduct business in the state and provide the required services requested.

A1: ☒ Yes ☐ No

Q2. Does the Agent of Record have a minimum of five (5) years of experience in providing governmental insurance services?

A2 ☒ Yes ☐ No

Q3. Has the Agent of Record had municipal clients within the last ten (10) years?

A3 ☒ Yes ☐ No

If yes, please provide a list five (5) clients below.

1. City of Ormond Beach-Claire Whitley, Assistant City Manager 386-676-3202
2. City of Edgewater- Julie Christine, Human Resources Director (386) 424-2400, Ext #1701
3. Clerk of Court- Robin Beaulieu, Human Resources Director 386-822-5753, extension 16514
4. City of Port Orange- Heather Carrizales, Human Resources Director Phone: (386) 506-5561
5. Town of Ponce Inlet - Kim Cherbano, Human Resources Director (386)236-2152 Office

Q4. Can the Agent of Record produce reference contacts from municipal clients serviced within the past ten (10) years?

A4 ☒ Yes ☐ No

If yes, please list entity name(s), contact name(s) and contact phone number(s) below. **NOTE:** Contacts listed will be validated.

1. City of Ormond Beach-Claire Whitley, Assistant City Manager 386-676-3202
2. City of Edgewater- Julie Christine, Human Resources Director (386) 424-2400, Ext #1701
3. Clerk of Court- Robin Beaulieu, Human Resources Director 386-822-5753, extension 16514
4. City of Port Orange- Heather Carrizales, Human Resources Director Phone: (386) 506-5561
5. Town of Ponce Inlet - Kim Cherbano, Human Resources Director (386)236-2152 Office

Q5. As an Agent of Record, do you have benefit seminar planning experience?

A5 ☒ Yes ☐ No

Q6. As an Agent of Record, do you understand the Scope of Services?

A6 ☒ Yes ☐ No

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Q7. As an Agent of Record have you had government experience with the following types of insurance and service?

A7.	Agent of Record:	
Medical:	☒ Yes	☐ No
Vision:	☒ Yes	☐ No
Dental:	☒ Yes	☐ No
Long Term Disability:	☒ Yes	☐ No
Life:	☒ Yes	☐ No
Flexible Spending Plan:	☒ Yes	☐ No
Claims Services:	☒ Yes	☐ No
Voluntary Benefits Services:	☒ Yes	☐ No

Q8. Have Agent of Record or any member of your agency ever been indicted, convicted, plead guilty or plead no contest to the commission of a felony?

A8. ☐ Yes ☒ No

Q9. As an Agent of Record, does your agency hold a minimum of five million dollars in professional errors and omissions liability insurance?

A9: ☒ Yes ☐ No
If not, what is the limit? _____

Q10. Have Agent of Record or any member of your agency been involved in any claim or litigation with any Federal, State or Local Government or Private Entity?

A10. ☐ Yes ☒ No

Q11. As an Agent of Record, do you have preferred status with the insurance carriers? If so, please list which carriers and at what level:

A11. **Carrier: Preferred Status with Carrier:**

Information on page # 131

Q12. Who will be the City's principal contact(s) for this project? Provide name, title, and a brief description of the individual(s) experience in brokering benefit coverage.

A12. Information on page #132

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VII. SUBMISSION DETAILS

The submittal shall be organized in a binder form and contain the following required information in the order presented below:

- **Cover Letter** (2-page limit) - List the name, address, email address, phone numbers of the contact person for your RFP response. A statement confirming your firm meets the minimum requirements as presented in Section VI. Qualifications, key elements of the proposal and any other useful information. State number of office in Florida, number of employee in Florida and the number of public entities handled.
- **Company Overview** (2- page limit) – A brief description of the firm, similar page work during the last 3 years, firm's size, structure, financial capacity, available resources and any additional related company information.
- **Scope of Services** – Please respond to each question and elaborate when needed. Simply stating "confirmed" to each statement and question will not be acceptable.
- **Key Personnel** (3 - page limit) – (1 page dedicated to an organizational chart) – Identify and provide general information for key personnel, their experience, knowledge and education/background. Provide an organizational chart describing the member(s) of your servicing team that would be dedicated to the City, including the average tenure of service team.
- **Premiums** (9- page Limit) – submitted as follows:
    - Provide a summary page, indicating any coverage not being provided, any deviations from coverages requested and outline any brokerage/agent fees that apply wither based on percentages or flat rates.
    - Proposed health benefits from the carriers – please provide a side-by-side comparison of current and proposed plans and rates
- Other Information – Include copies of all applicable licenses and Errors and Omissions certificate.
- Brokers must, as of the proposal return date specified in this RFP, provide proof that they have been operating successfully in the State of Florida for a minimum of five of the most recent (5) consecutive years.
- **Brokers must submit with their proposal their last audited financial statement issued by a Certified Public Accountant that:**
    - Is dated no earlier than the eighteen (18) months prior to the proposal return date specified in this RFP: or
    - offers an unqualified opinion of the financial viability of the person or organization; and
    - the City reserves the right for its appropriate representative to review only those records pertaining to the contact awarded because of these documents submitted and can thus determine if the terms, conditions, and specification of the contract can be followed based

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

upon the vendor's financial viability.

MINIMUM QUALIFICATIONS OF PROPOSED INSURERS

No proposer shall be accepted by the City where insurance coverage is to be provided by an insurer or organization which has a rating less than "A" in the "Best Key Rating Guide" published by A.M. Best & Company.

If the coverage is to be provided by a person or organization not rated by the designated rating firm listed above, proposals or such coverage or service shall only be accepted if the person or organization providing the service or coverage:

Has, as of the proposal return date specified in this RFP, been successfully operating in the State of Florida for a minimum of five (5) consecutive years;

Submits with its proposal its last audited financial statement issued by a certified public accountant that:

1. is dated no earlier than eighteen (18) months prior to the proposal return date specified in this RFP; or
2. offers an unqualified opinion of the financial viability of the person or organization; and
3. the City reserves the right for its internal auditor or appropriate representative to review only those records pertaining to the contract awarded because of these documents submitted and can thus determine if the terms, conditions and specifications of the contract can be followed based on the vendor's financial viability.

VIII. SEPARABILTY OF COVERAGES

It is the desire of the City to have the flexibility to purchase all proposed coverages either as a package in whole, or to purchase each proposed line of business on a "Stand Alone" basis. Those lines that must be purchased in combination with or as part of other coverages should be specifically stated in the proposal. Therefore, all proposals shall include a premium breakdown for each line of business proposed. If different premiums will apply to coverages when purchased separately, they should be specifically and clearly stated. Unless otherwise stated in the proposal, it will be assumed that the coverage(s) can be purchased separately. Although this RFP is written to request several types of coverage, at the sole discretion of the City, one or more types of coverage may not be purchased.

IX. CONTRACT TERM/COMPLETION TIME

The initial contract term shall be for a period of one year, commencing on January 1, 2022 and continuing through December 31, 2022. Rates shall be guaranteed for a minimum of twelve (12) months. This agreement should include an option of the continuation of services for three (3) additional, one (1) calendar year periods thereafter between the City and the selected firm – subject to approval of City Commission, and approval of the budget for the then-current fiscal year. However, the City maintains the right to add, modify, or delete coverages as determined to be in the best interest of the City.

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The RFP, all Addenda released, the response to the RFP with all attachments, and the Agreement will constitute the complete agreement between the proposer and the City. In the event of a conflict between the terms of the RFP, response to the RFP, and the terms of the Agreement, the terms of the Agreement shall be final and binding, and the RFP shall control where in conflict with the proposal.

X. INVOICES AND PAYMENT TERMS

Unless indicated to the contrary on the Proposal Form, the City will not accept an invoice for first payment until delivery of a policy or contract conforming to the proposal offered to and accepted by the City. Each invoice shall fully detail the related costs. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Sections 218.70 through 218.80, Florida Statutes, as amended.

XI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Human Resources Manager at (386) 248-9440, or by e-mail at: dcole@hollyhillfl.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Holly Hill.

Deadline for Submission: To be considered, proposals must be received no later than Tuesday, October 12, 2021 at 2:00 PM.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until Monday, September 20, 2021 at 5:00pm. Questions received after that time will not be responded to. Answers to questions will be distributed in the form of an addendum published on www.myvendorlink.com .

Please direct written inquiries to:

Diane Cole
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
Telephone: (386) 248-9440
FAX: (386) 248-9448
dcole@hollyhillfl.org

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Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: The City must receive one (1) original, five (5) copies, and one (1) digital file of your submittal no later than the date and time specified above.

Submit proposals to:
Valerie Manning, City Clerk,
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117.

The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document and registered through the vendorlink website.

Rejection Rights: The City of Holly Hill reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Holly Hill for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

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XII. EVALUATION PROCESS AND CRITERIA

Companies submitting proposals will be required to present their proposals to the City Commission at 5:00PM on Tuesday, October 26, 2021, in the Board Chambers at the City of Holly Hill, City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117. At that time, the City Commission will evaluate the submissions utilizing the criteria below.

Criteria used to select firms include:

EVALUATION CRITERIA	POINTS
Qualifications of Firm: • Shows a strong knowledge of how to provide, place, and structure governmental entity/municipal insurance coverages. (0 to 5 points) • Proves a successful history of providing governmental entity/municipal insurance coverages and administration of benefit plans. (0 to 10 points) • Firm's size, structure, financial capacity. (0 to 10 points) **TOTAL ELIGIBLE POINTS: 25**	
Experience of Team: • Team members have experience in providing governmental entity/municipal insurance coverages. (0 to 10 points) **TOTAL ELIGIBLE POINTS: 10**	
Responsiveness to Requested Scope: • Shows a deep understanding of the entire scope of governmental entity/municipal insurance coverages and services being requested herein. (0 to 10 points) • Able, at a minimum, to meet all of the principle areas defined in the RFP's Scope of Services. (0 to 10 points) **TOTAL ELIGIBLE POINTS: 20**	
Plan Design, Cost and Provider Disruption: • Demonstrates a proven ability and creative approach to cost control, structuring and obtaining the best rates. • Provides competitive rates for the current plan design as well as the alternate design requested. (0 to 40 points) **TOTAL ELIGIBLE POINTS: 40**	
References: • List strong references reflecting examples of successfully providing similar services to other local governmental entities. (0 to 5 points) **TOTAL ELIGIBLE POINTS: 5**	
TOTAL POINTS	

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

The evaluation criteria will be reviewed by the City Commission. This process will culminate with the identification of those considered to be the best qualified to partner with the City in providing the desired services and will be presented to the City commission for award of the bid. The City Commission's award is final. Accordingly, since other factors in addition to price will be considered, the City reserves the right to award the contract to other than the Vendor submitting the lowest price submittal, to accept or reject any submittal or portion thereof, and to negotiate or not negotiate with any firm.

The City reserves the following rights:

- The City reserves the right to use consultants, insurance specialists, peer review groups, and others, as determined by the City, to assist the City in the evaluation of proposals.
- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Holly Hill reserves the right to reject that proposal. The City shall be the sole judge of the proposer's qualifications.

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XIII. INSURANCE CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made and entered by and between the City of Holly Hill (City) and Brown & Brown of Florida, Inc. (Agent of Record).

WITNESSETH

WHEREAS, the City desires to retain and engage an AGENT OF RECORD for the City for employee benefit programs.

WHEREAS, the parties hereto have reached an understanding with each other regarding the professional services to be performed and the compensation to be paid for such services as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) Engagement and Scope of Service. The City hereby retains the Agent of Record and the Agent of Record hereby accepts said engagement for the purpose of providing the City with professional services related to the City's insurance, including but not limited to:

a) Continually review the City's insurances and make recommendations to the City regarding all issues related to the City's insurances, including but not limited to the types of insurance needed, appropriate coverages and appropriate deductibles.

b) Market the insurance coverages on an annual basis including review of coverage forms, terms and conditions.

c) Review all insurance submittals and provide a summary to the City of all relevant information regarding each submittal including an evaluation of the limits, retentions, coverages, exclusions and pricing of all submittals. Agent of Record shall make a written recommendation to the City and detail the basis for the recommendation, including an evaluation of the limits, retentions and coverages. Agent of Record shall also evaluate the financial strength and solvency of each bidder.

d) Assist the City in negotiating coverages, policy language, services, limits, retention and price with a proposed insurer. Provide expertise in negotiations with insurers to obtain acceptable policy terms and conditions and in the preparation of manuscript forms and endorsements.

e) Assist the City to facilitate the review of all claims and to advocate for the City's interest.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

f) Assist the City in all disputes with the City's insurance companies and to advocate for the City's interest.

g) Continually review and monitor applicable rules and laws and assure that the City's insurance programs are in compliance with all Federal, State, and Local rules. Ensure that all insurance coverage provided by the City's insurer's at all times meet or exceed the City's requested coverage. Continually monitor the financial strength and solvency of each of the City's insurance companies and advise the City of condition(s) that may adversely impact the insurance company's ability to fulfill its contractual obligations to the City.

h) Assess the cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City.

i) Advise on current trends or innovative programs that may be of interest to or benefit the City.

j) Provide such other assistance as the City may request from the Agent of Record related to the City's insurance.

2) City Insurance. The Agent of Record agrees to provide the service described in Paragraph 1 above for all of the City's Employee Benefit insurance, including insurance the City does not currently have but may elect to purchase during the term of this Agreement. The City's insurance shall at a minimum consist of the following:

(a) Employee Benefit Programs. Benefits shall include dental, vision, life, and voluntary benefit services.

3) Duration and Termination. The initial term of this Agreement shall be from 01/01/2022 date and shall expire on 12/31/2022. The City shall have the right to exercise three (3) successive one (1) year extensions on the same terms and conditions by providing the Agent of Record with written notice at least thirty (30) days before the end of the term of the City's intent to exercise the extension. In the event the City does not provide written notice of intent to exercise the extension, the Agreement shall expire. The Agreement may be terminated during the term as follows:

a. Either party shall have the right to terminate without cause upon providing the other party at least thirty (30) days advance written notice. If the Agent of Record terminates without cause, the Agent of Record shall not be entitled to any compensation from the effective date of termination. The City has the option of waiving the thirty (30) day notice and making the termination effective at an earlier date including up to the date of receipt of the notice. In the event the City terminates without cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

b. Either party shall have the right to terminate for cause upon providing the other party written notice outlining in detail the breach(s). The breaching party shall have thirty (30) days from receipt of said notice to correct the breach(s). In the event the breach(s) are not corrected within said period of time, the non-breaching party can terminate immediately upon providing the breaching party a written notice of termination. In the event the City terminates for cause, the Agent of Record shall not be entitled to receive any additional compensation after the effective date of the termination as provided in the written notice of termination. In the event the Agent of Record terminates for cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated. The only basis for the Agent of Record to terminate for cause is in the event the City fails to pay the Agent of Record compensation that is due and owing.

4. Compensation. The Agent of Record shall be paid the total sum of $ 35,000 for the services rendered for the duration of the contract.

Year One: $ 35,000 Period 01/01/2022 – 12/31/2022

Options (if elected by City)
Year Two: $ 35,000 Period 01/01/2023 – 12/31/2023
Year Three: $ 35,000 Period 01/01/2024 – 12/31/2024
Year Four: $ 35,000 Period 01/01/2025 – 12/31/2025

Total four years $ 140,000

One-half of the Annual compensation shall be paid within thirty (30) days of the City purchasing/renewing all insurance covered by this Agreement. The annual balance shall be paid in four equal quarterly installments from the effective date of this Agreement through the end of the annual period. Payment shall be made by the 15th of the first month of the quarter. Agent of Record shall be responsible for all costs it incurs in providing the City the services outlined in this Agreement. Agent of Record shall execute an affidavit(s) at the request of the City attesting that the insurance premiums paid by the City are net of any commission or other benefit paid to the Agent of Record and that the Agent of Record has not received any compensation or any other form of benefit due to the City purchasing said insurance(s) other than the compensation paid by the City.

5. Prohibited Services, Compensation and Conflicts. The Agent of Record hereby represents that the only compensation or any other form of benefit the Agent of Record received or will receive in any way related to the insurance obtained pursuant to this Agreement is the compensation set forth in Paragraph 4 above. The Agent of Record will act in the capacity as a broker, agent or agent of record for any insurance obtained or procured pursuant to this Agreement. At all times the Agent of Record shall avoid any relationship with any of the City's insurance companies that would create or give the appearance of a conflict of interest. Any questionable relationship shall be disclosed to the City and the City shall make the final determination as to whether the relationship creates a conflict of interest. In the event the City determines that a relationship creates

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

a conflict of interest, the Agent of Record shall either not have the relationship with the insurance company or terminate this agreement without cause.

6. Insurance. The Agent of Record shall at a minimum provide the following insurance and the City shall be named as an additional named insured on each policy:

a) Commercial liability insurance in an amount of not less than $1,000,000 combined single limit, per occurrence for bodily injury and property damage.

b) Automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Agent of Record, in an amount of not less than $1,000,000 combined single limit per occurrence for bodily injury and property.

c) Workers' compensation insurance for all employees of the proposing agency as required by Florida Law to include employee liability of not less than $500,000 for each occurrence.

d) Errors and omissions liability coverage in an amount of not less than $5,000,000.

7. Governing Law, Venue, Attorney Fees and Severability. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed by laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for any litigation arising out of or in any way related to this Agreement shall be in State Court, Volusia County, Florida and the Agent of Record specifically waives any Federal Court jurisdiction. The prevailing party in any litigation arising out of or in any way to related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs, including all cost of appeal.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the services to be performed and furnished by the Agent of Record hereunder. No statement, representation, writing understanding or agreement made by either party, or any representative of either party, which is not expressed herein shall not be binding. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

9. This Agreement shall be effective on January 1, 2022.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

City of Holly Hill

By:_____

Title:_____

Date:_____

Brown & Brown of Florida, Inc.

By: Steve Farmer -

Title: EVP

Date: 10/8/2021

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

City of Holly Hill
Request for Proposals (RFP)
Broker Services, Medical, Dental, Vision, Firefighter Cancer, and Life Benefits
RFP #21HRD001

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date	Addendum Number
9/21/2021	1
9/22/2021	2 & 3
9/23/2021	4

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Brown & Brown of Florida, Inc

VENDOR/CONTRACTOR LICENSE NUMBER: L007011

ADDRESS: 300 N Beach Street Daytona Beach, FL, 32114

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

PHONE NO.: 386-252-9601 FAX NO.: 386-239-5705

SUBMITTER'S NAME: Steve Farmer
(Typed or Printed in Ink)

TITLE: Executive Vice President

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

City of Holly Hill
Request for Proposals (RFP)
Broker Services, Medical, Dental, Vision, Firefighter Cancer, and Life Benefits
RFP #21HRD001

CITY OF HOLLY HILL, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

[x] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[x] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

[x] The undersigned firm has had no litigation on any project in the last five (5) years.

[x] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years. Please refer to SEC Filings

Brown & Brown of Florida, Inc
COMPANY NAME

AUTHORIZED SIGNATURE

Steve Farmer
NAME (PRINT OR TYPE)

EVP
TITLE

10/8/2021
DATE

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

City of Holly Hill
Request for Proposals (RFP)
Broker Services, Medical, Dental, Vision, Firefighter Cancer, and Life Benefits
RFP #21HRD001
CITY OF HOLLY HILL, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have 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 violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Brown & Brown of Florida, Inc.
Company Name

Authorized Signature
Steve Farmer
Print Name
EVP
Title

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Appendix

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

CITY OF HOLLY HILL



Your Benefits Overview

Effective 1/1/2021 - 12/31/2021

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



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General Information

Florida Health Care Plans (FHCP) is a local HMO who also has the strength and network of BCBS for out of network care. They have contracts with all of the local hospitals making it convenient for you to receive care. There are multiple FHCP locations in the Volusia, Flagler, Seminole and Brevard service area where 'one stop shopping' is available. Under one roof you can see your primary care physician, a specialist, visit the pharmacy, have an ultrasound, EKG, or an x-ray performed as well as receive injections and infusions.

FHCP requires you to designate a primary care physician if you select an HMO plan. When a visit to a specialist is needed, your primary care physician will give you a referral.

Where can I find an in-network provider?

- Directories of participating service providers may be found by visiting www.fhcp.com. If you do not have internet access, you may call Member Services at 386-615-4022.

What is a "Copayment"?

- A copayment is a pre-determined amount you must pay out-of-pocket when seeing a service provider. It is paid directly to the provider and is due at the time services are rendered. If you are unsure of what you need to pay for a particular service, you can call customer service at the toll-free telephone number listed on the back of your ID card.

What is a "Deductible"?

- A deductible is a pre-determined amount that is paid by you before the insurer begins to pay (excludes copayments).

What is "Coinsurance"?

- Coinsurance is the percentage paid by the insurer and the percentage paid by you after you have met the deductible.

What is "Precertification"?

- Certain services, such as hospitalization or outpatient surgery, may require prior authorization with your insurer to verify coverage for those services. When required, your participating physician must obtain a precertification for you prior to your treatment.

Should I use my Primary Care Physician, Doctor on Demand, an Extended Hours Care Center, or the Emergency Room?

- Use your Primary Care Physician for chronic conditions, like arthritis, high blood pressure, and diabetes. Reasons to use a video visit via Doctor on Demand are cough, cold or flu, sinus or bladder infections. Extended Hours Care Centers are also for acute conditions and immunizations, offering short wait times. The reason to visit an Emergency room is of any life threatening emergency, and severe symptoms such as chest pain or uncontrolled bleeding.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Qualifying Life Events

If you experience any of the below qualifying life events, you must contact Human Resources within 30 days o the event to be able to make changes to your benefits. Proof of the event is required in order to successfully make the requested changes to your plans.

⇒ Marriage	⇒ Divorce or legal separation (subject to State regulations)
⇒ Death of spouse, child or other qualified dependent	⇒ Birth or adoption of child
⇒ Loss of other group coverage	⇒ Change in employment status for employee, spouse or dependent
⇒ Change in residence due to an employment transfer	⇒ Change of dependent status



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Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

PLANSOURCE®

All full time benefits-eligible employees must complete an enrollment online including those who are not making any changes and those waiving coverage.

Enrollment Instructions

To enroll in benefits, go to: https://benefits.plansource.com



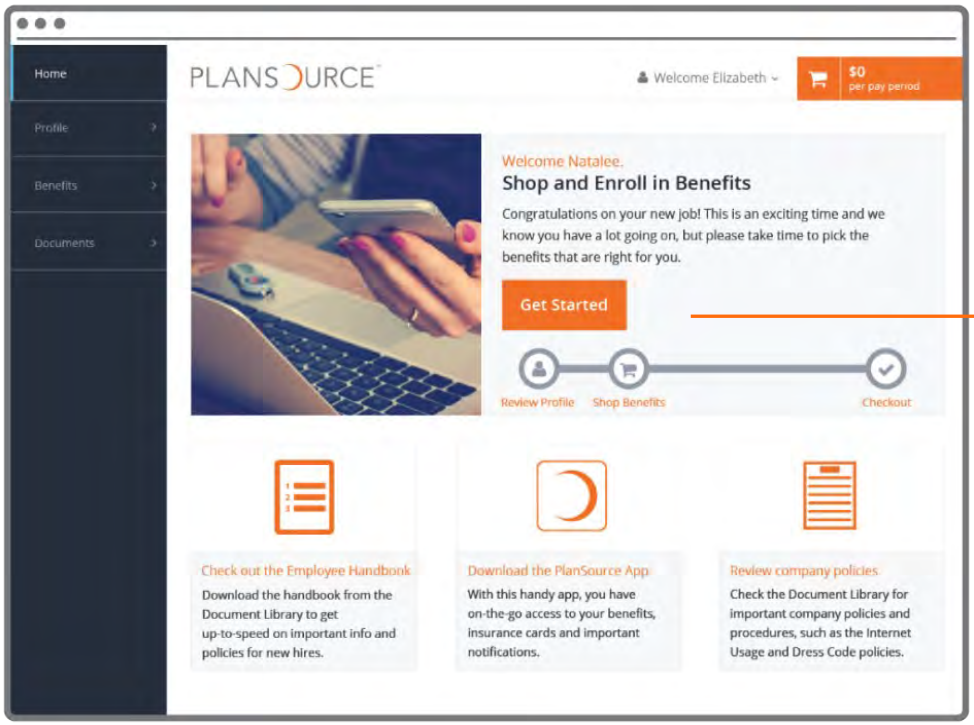
Login Page: Enter username & password to get started.

Username: Your username is the first initial of your first name, up to the first six letters of your last name, and the last four digits of your SSN.

For example, if your name is Taylor Williams, and the last four digits of your SSN are 1234, your username would be twillia1234.

Password: Your initial password is your birthdate in the YYYYMMDD format.

So, if your birthdate is June 4, 1979, your password would be 19790604. The first time you log in, you will be prompted to change your password.

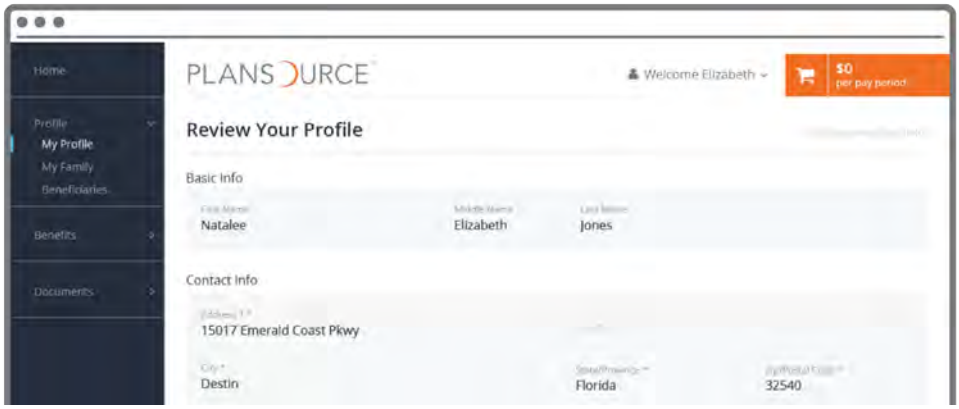


Homepage

On the Homepage, click "Get Started" to begin.

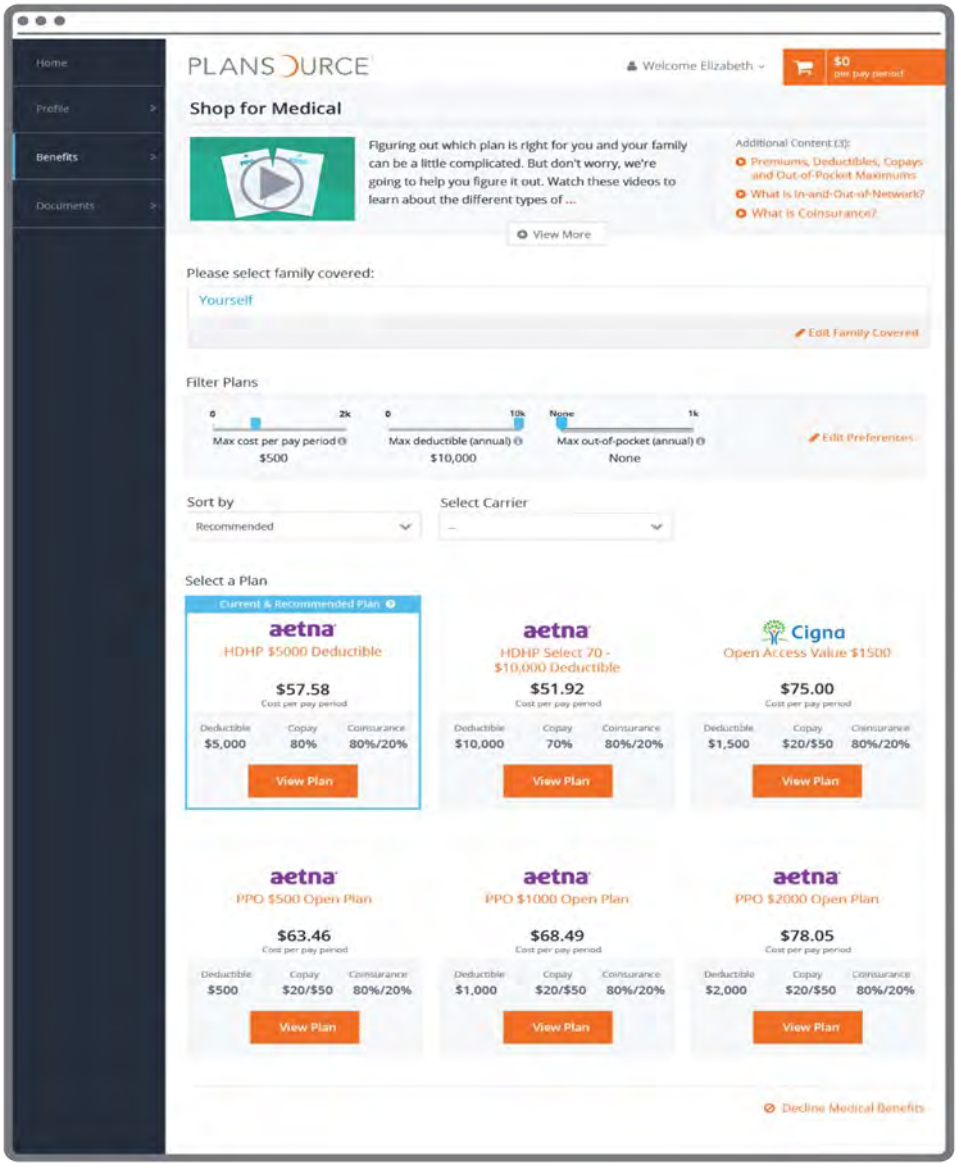
Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Enroll in Benefits



Profile

First, you'll be asked to review and update your profile and ensure that all information listed about yourself and your family members is correct.

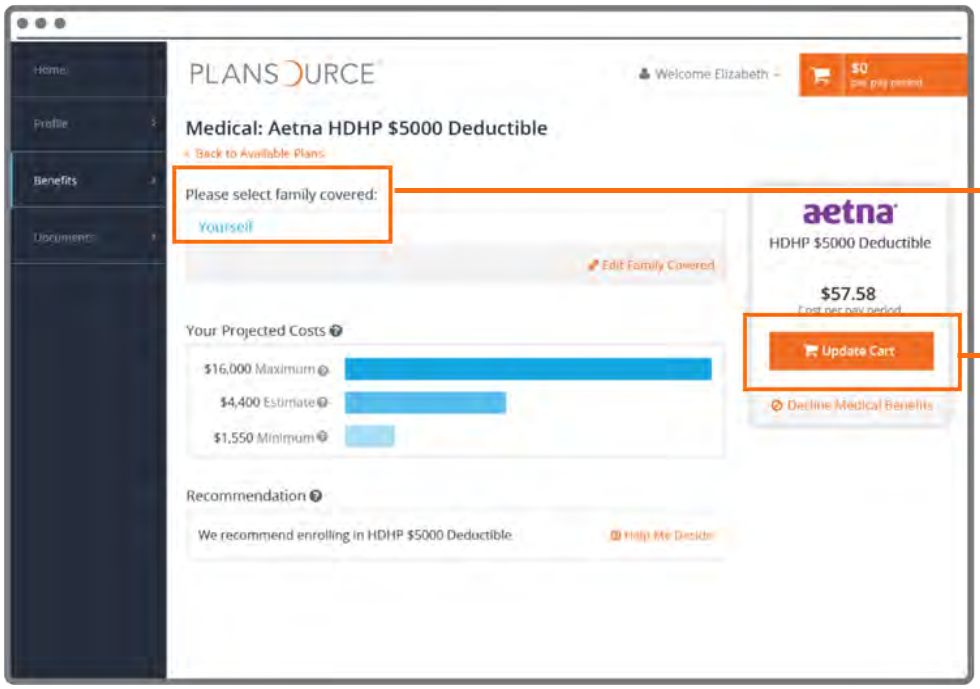


Shop for Benefits

You can then begin shopping for benefits!

Educational material about the specific plan type is available at the top of the page.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and



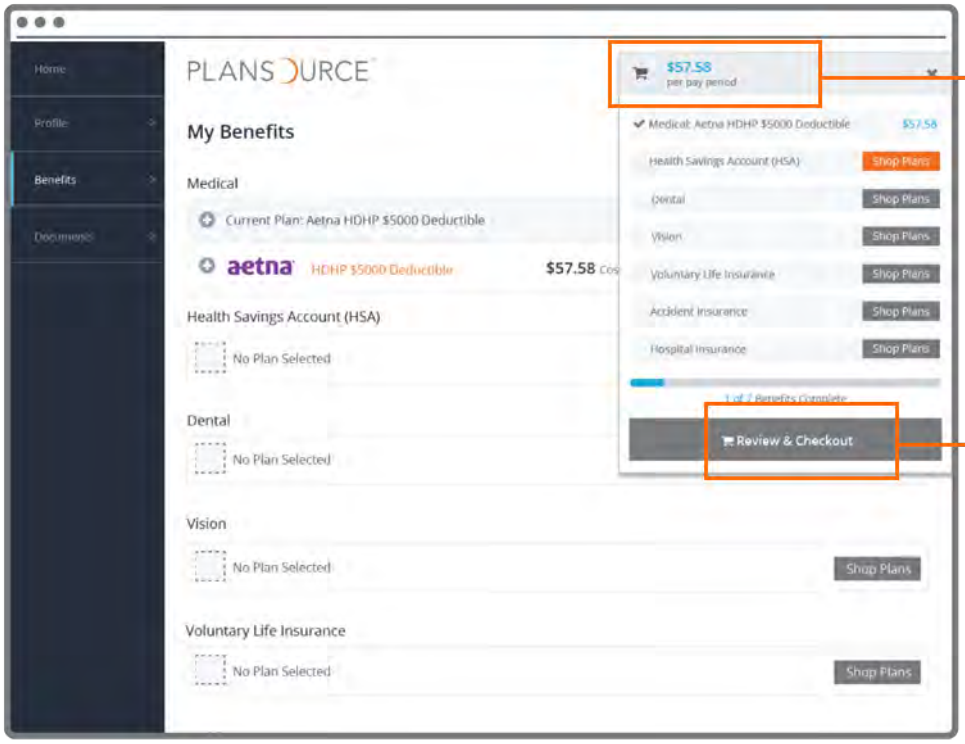
Plan Details

The plan detail page will give you information about each plan, including deductible, cost per pay period and projected costs.

Select Plan

To select a plan, indicate which family members are covered by clicking "edit family covered" and select the card for each family member you'd like to be on the plan.

Click "Update Cart" to



Shopping Cart

The shopping cart displays a running total of your combined benefits costs and shows your progress. You will need to select or decline a plan in each benefit type before you

Checkout

To finalize your choices, click "Review and Checkout and then "Checkout"." You must complete the checkout process in order to be enrolled in ben-

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Member Portal



By being a **Florida Health Care Plans** member, you automatically receive services that are free for you and your dependents use. Below are some of these services. For more information, log on to your member portal at www.fhcp.com.

- Find a Provider/Facility
- Health Care Reform Information
- Member Portal Login
- Member Wellness Programs
- Glossary of Health Coverage and Medical Terms
- Summary of Benefits Coverage
- Case Management
- Utilization Management

Florida Health Care Member Portal

Florida Health Care's Member Portal is available 24 hours a day, 7 days a week, 365 days a year. The Member Portal has three main sections, Health Portal, Documents Portal and Member Resources. See below for a description of each portal.

The Health Portal: Here you will find the "Welcome to Wellness" Health Risk assessment and Health Management Tool. After you register, you have the opportunity to complete a personalized health risk assessment that will provide insight on different areas of improvement concerning members health. This also allows access to a database of thousands of articles, programs and news related to health and health conditions.

If you utilize a FHCP staff physician, you can access the Patient Portal which will allow you to communicate directly with your FHCP staff physician, make an appointment or request prescription refills.

The Documents Portal: Here you will be obtain view and print your Certificate of Coverage (Member Handbook) which describes your rights and obligations along with FHCP rights and obligations with respect to the coverage and benefits provided. You will also be able to view and print your benefit summary and any applicable benefit riders.

Member Resources: Provides access to common FHCP programs, contacts, resources and forms.

Member Wellness Programs

As a FHCP member, you have access to their Wellness Programs which provides information on:

- Weight Management
- Diabetes
- Acute Low Back and Neck Pain
- Nutrition Program
- Exercise
- Matter of Balance - a program designed to manage falls and increase activity levels and balance.

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Member Portal (Continued)

You also have access to **Florida Health Care Healthy Living Preferred Fitness Program**. The facilities on the authorized list are authorized to perform a Fitness Evaluation for a small fee. The evaluation consists of Health & weight measurements, blood pressure/ pulse rate, body fat percentage, flexibility and range of motion measures, balance and V02 Max– a measure of Oxygen consumption during aerobic exercise. Please refer to the Health Living Handout included with your enrollment materials.

Nurse Advice Line

FHCP has partnered with Carenet Healthcare Services to provide members with access to highly skilled, registered nurses 24 hours a day, 7 days a week, 365 days a year to assist with their health concerns. If you need help understanding a condition or symptom, want to ask a Registered Nurse a confidential health question or wondering where to go for care, the Nurse Advice Line is available to you at no cost. It also has a 24 hour Audio Health Library that contains over 1, 500 English and Spanish topics as well as current community health concerns and announcements.

Contact the Nurse Advice Line at 866-548-0727.

Doctor on Demand—www.doctorondemand.com/fhcp

Affordable—Visits with a medical doctor are $10 Copay*, and visits with a psychologist are $30. Please check your schedule of benefits to see if a deductible applies. If so, medical visits are $40, and psychologist visits are $50 for 25 minutes and $95 for 50 minutes, until the deductible is met.

Convenient—Stay in bed and get rid of your cold, flu or other common medical issues.

Fast & Easy—Connect with a physician within 90 seconds. Book an appointment with a psychologist. Meet great Doctors who are Board-certified and licensed in Florida.

Treat Nearly Everything—Nearly any non-emergency medical issue or emotional health issue such as anxiety and depression can be treated using Doctor on Demand.

Get a Prescription—Doctors can send quick and paperless prescription fulfillment to your pharmacy (No controlled drugs prescribed).

Text "**FHCP"** to **68398** or download the app from the App Store on your smartphone or tablet today!



This Benefits-At-A-Glance booklet is designed to provide basic information to employees on benefit plans and programs available January 01, 2021– December 31, 2021. It does not detail all of the provisions, restrictions and exclusions of the various benefit programs documented in the carrier contract or the Summary Plan Description (SPD). This booklet does not constitute an SPD or Plan Document as defined by the Employee Retirement Income Security Act (ERISA). 8

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Medical Insurance Coverage Options

Florida Health Care Plans
An Independent Licensee of the Blue Cross and Blue Shield Associati

Provided by Florida Health Care | *www.fhcp.com* | *1 (877) 615-4022*

Plan Name	T32	HDHP POS (HSA) T95
Name of Network	**HMO**	**POS/HSA**
Calendar Year Deductible		
Individual	$0	$1,400
Family	$0	$2,800
Annual Out-of-Pocket Maximum (Includes deductible, copays, coinsurance)		
Individual	$2,500	$3,000
Family	$5,000	$6,000
Coinsurance (Coins) (Amount paid after deductible is met)		
You pay…..	15%	20%
Physician Services		
Office Visit	$20 Copay	Deductible + Coinsurance
Specialist	$35 Copay	Deductible + Coinsurance
Chiropractic Care	$15 Copay	Deductible + Coinsurance
Adult and Child Wellness Exams	100% Covered	100% Covered
Hospital Services		
Inpatient Hospital Per Admission	$250/day (5 day max)	Deductible + Coinsurance
Emergency Room	$200 Copay	Deductible + Coinsurance
Urgent Care	$75 Copay	Deductible + Coinsurance
Prescription Drugs		
	FHCP | Walgreens	**FHCP | Walgreens**
Preferred Generic	$3 | $15	$3* | $15*
Non Preferred Generic	$10 | $15	$10* | $15*
Preferred Brand	$30 | $35	$30* | $35*
Non-preferred Brand	$55 | $60	$55* | $60*
Preferred Specialty	15% Coinsurance | N/A	15% Coinsurance* | N/A
Non Preferred Specialty	25% Coinsurance | N/A	25% Coinsurance* | N/A
Mail Order (90 Day Supply)	$6 | $27 | $87 | $162	$6* | $27* | $87* | $162*
		*After Deductible
Non-Network		
Calendar Year Deductible Ind/(Fam.)	N/A	$2,800 / $5,600
Out of Pocket Max Ind/(Family)		$6,000 / $12,000
Coinsurance		40%

Medical plan rates– *deductions based on participation in the City's Wellness Initiative Plan.

Based on your 24 insurance deductions

*Enrolled dependents are covered until the end of the calendar year during which the dependent reaches age 26.

Who is covered	T32*	T95
You Only	$ 41.35	$ 0
You + Spouse	$ 322.14	$ 196.92
You + Child(ren)*	$ 322.14	$ 196.92
You + Family	$ 476.37	$ 305.08

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Health Savings Account

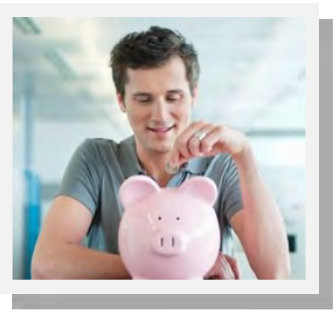
Qualifying High-Deductible Health Insurance Plan

Provides health care benefits after the deductible has been met.

Health Savings Account pays for out-of-pocket expenses incurred before the deductible is met.

A health savings account (HSA) combines high deductible health insurance with a tax-favored savings account. Money in the savings account can help pay the costs of qualified medical expenses not covered by medical insurance for you and your dependents. Money left in the savings account earns interest and is yours to keep.

- EMPLOYEE OWNED ACCOUNT
- Pre-tax contributions
- City of Holly Hill will contribute **$1,895.00** for the plan year (prorated based on hire date) to an HSA account for each employee who enrolls in the High Deductible Health Plan if the employee completes all requirements as established in the Wellness Initiative Plan.
- Pay for any qualified medical expenses. (See IRS Publication 502 for a list of qualified medical expenses).
- Maximum annual contribution:
  - ⇒ Employee only coverage: $3,600
  - ⇒ Family coverage: $7,200
  - ⇒ Age 55 or older – additional election of $1,000



To be HSA-eligible for a month, an individual must:

- ♦ Be covered by an HDHP on the first day of the month;
- ♦ Not be covered by other health coverage that is not an HDHP (with certain exceptions);
- ♦ Not be enrolled in Medicare; and
- ♦ Not be eligible to be claimed as a dependent on another person's tax return.

Why might an HSA be the right choice for you?

- ♦ It **saves you money**. For individuals with few regular health expenses, paying a traditional health plan premium can feel like throwing money out the window. HDHPs come with much lower premiums than traditional health plans, meaning less money is deducted from your paychecks. Plus, HSAs are basically "cash" accounts, so you may be able to negotiate pricing on many medical services.
- ♦ It's **portable**. Even if you change jobs, you get to keep your HSA.
- ♦ It's a **tax saver**. Contributions to your HSA are made with pre-tax dollars. Since your taxable income is decreased by your contributions, you pay less in taxes.
- ♦ It allows for an **improved retirement account**. Funds roll over at the end of each year and accumulate tax-free, as does the interest on the account. Also, once you reach the age of 55, you are allowed to make additional "catch-up" contributions to your HSA until age 65.
- ♦ It puts **money in your pocket**. You never lose unused HSA funds. They always roll over to the next year.

This Benefits-At-A-Glance booklet is designed to provide basic information to employees on benefit plans and programs available January 01, 2021– December 31, 2021. It does not detail all of the provisions, restrictions and exclusions of the various benefit programs documented in the carrier contract or the Summary Plan Description (SPD). This booklet does not constitute an SPD or Plan Document as defined by the Employee Retirement Income Security Act (ERISA). 10

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Dental Insurance Coverage Options

MetLife

Provided by MetLife | *www.metlife.com* | *1 (800) 942-0854*

Below is your Metlife Preferred dental plan, which gives you freedom to use in-network or out-of-network dentists. Since network providers offer reduced contracted rates, you save money by using network providers for all your dental needs. All benefits received from out-of-network dentists are subject to "reasonable and customary" fees. Any amount that exceeds the dental carrier's "reasonable and customary" amounts is the patient's responsibility. You can access the dental provider's network and find a dentist near you at www.metlife.com/insurance/dental-insurance or by calling the Metlife Hotline at 1-800-METLIFE (638-5433).

Dental Services	In-Network	Out-of-Network
Calendar Year Maximum Benefit	$5,000	
Calendar Year Deductible Individual Family	 $50 $150	 $50 $150
PREVENTIVE PROCEDURES:	Deductible Waived	
Routine Exams & Cleaning (prophylaxis) Fluoride Treatments– *Up to age 14* Oral Exams Full Mouth X-rays Bitewing X-rays Sealants– *Up to age 16*	Plan pays100%	Plan pays 100%
BASIC PROCEDURES:	Deductible Applies	
Fillings Prefabricated Crowns Endodontics Root Canal Periodontal Surgery Periodontal Scaling & Root Planing Simple & Complex Surgery	Plan pays 80%	Plan pays 80%*
MAJOR PROCEDURES:	Deductible Applies	
Crowns/Inlays/Onlays Bridges & Dentures	Plan pays 50%	Plan pays 50%*
ORTHODONTIC PROCEDURES	Deductible Waived	
Lifetime maximum—$1,000 Dependent child(ren) only—under age 26 (dependent on you for support & living in your household or full/part-time student	Plan pays 50%	Plan pays 50%*

See carrier benefit summaries for additional plan information.

*Percent of reasonable & customary charges

**Enrolled dependents are covered until the end of the calendar year during which the dependent reaches age 26.

Dental plan rates

Based on your 24 insurance deductions

Who is covered	Dental Plan Cost
You Only	$ 17.47
You + Spouse	$ 35.96
You + Child(ren)**	$ 40.27
You + Family	$ 63.04

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Vision Coverage

Provided by Eyemed | *www.eyemed.com* | *1 (866) 939-3633*



This plan covers eye exams, prescription lenses and frames, or cor tact lenses for you and your dependents when you receive service from in-network or out-of-network providers. As you can see from the table below, staying in-network cuts costs down and gives you more of a benefit.

To find a participating provider log on to www.eyemed.com

Vision Coverage Rates

Based on your 24 insurance deductions

Who is covered	Vision Plan Cost
You Only	$ 2.43
You + Spouse	$ 4.62
You + Child(ren)**	$ 4.86
You + Family	$ 7.13

Vision Services	In-Network	Out-of-Network
Eye Exams Frequency	$10 Copay Once every 12 months	Reimbursed up to $35 Once every 12 months
BASIC LENSES		
Frequency Single vision Bifocal vision Trifocal vision	Once every 12 months $25 Copay $25 Copay $25 Copay	Once every 12 months Reimbursed up to $35 Reimbursed up to $49 Reimbursed up to $74
FRAMES		
Frequency* Benefit	Once every 24 months $100 Allowance + 20% off balance	Once every 12 months Reimbursed up to $50
CONTACTS		
Frequency* Elective Medically Necessary	Once every 12 months $115 Allowance + 15% off balance Covered in Full	Once every 12 months Reimbursed up to $92 Reimbursed up to $210

*Contacts and eyeglasses cannot be purchased in the same year

**Enrolled dependents are covered until the end of the calendar year during which the dependent reaches age 26.

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Basic Life and AD&D

USAble Life

Provided by USAble Life | *www.usablelife.com* | *(800) 370-5856*

Life insurance protects your family or other beneficiaries in the event of your death. The death benefit helps replace the income you would have provided and can help meet important financial needs. The City of Holly Hill provides basic life insurance to our employees through **USAble** at **no cost**.

Employees can purchase Basic Dependent Life at a rate of **$1.68** for your spouse and/or child(ren). This rate provides spouse coverage of **$5,000** and child(ren) coverage from birth to 6 months of **$1,000**; from 6 months of age to 19 (or to age 26 if full time student) of **$2,500**.

Employees have an opportunity to purchase additional Voluntary Life Insurance with **USAble** for you alone, you and your spouse, and/or your dependents at a group rate (located on the next page). It includes the features of waiver of premium, accelerated life benefit, portability as described in the USAble summary of coverage.



Summary of Voluntary Life Insurance

If you chose to enroll in the additional voluntary life insurance, you may insure you alone or you and your spouse . A summary of this coverage is listed in the table below, if you should have questions on this policy see your USAble Certificate of Benefits, or visit www.usable.com. Please note all voluntary insurance is portable.

Summary of Insurance	
Guaranteed Issue (n/a 70 or older)	$120,000
Minimum Benefit Amount	$10,000
Maximum Benefit Amount	$500,000 or 5x salary (whichever is less)
Increments of…	$10,000
Spouse Coverage	
Spouse Guarantee Issue	$30,000
Maximum Benefit Amount	100% of employee amount or $250,000 (whichever is less)
Increments of…	$5,000
Dependent Coverage	
Child Guarantee Issue	$10,000
Maximum Benefit Amount	$10,000
Increments of…	$2,000

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Employee/Spouse Life & AD&D Monthly Cost:

Age of you or your spouse (spouse premium determined by your spouse age)	Your cost for each $1,000 of voluntary life...	
	Employee	Spouse
<25	0.072	0.042
25-29	0.082	0.051
30-34	0.102	0.068
35-39	0.146	0.076
40-44	0.208	0.085
45-49	0.330	0.127
50-54	0.524	0.195
55-59	0.806	0.365
60-64	1.258	0.560
65-69	2.184	1.077
70-74	3.896	1.077
75+	7.634	1.077

Note: AD&D coverage is available for $0.023 per $1,000 for you and / or your spouse. **The amount of AD&D must be in an equal amount as the voluntary life.**

Dependent Children

If your coverage level is...	Your cost for each $1,000 of supplemental life is...
Child Life	0.225
Child AD&D	0.026

You can elect in increments of $2,000 up to $10,000 of coverage . **The amount of AD&D must be in an equal amount as child voluntary life.**

Additional Information

- Age reduction:

  50% of original amount at age 75

- Age-bracketed premiums:

  Premiums increase on plan anniversary after you enter next 5 year age group

- Evidence of Insurability (EOI) Form

  Is required for employees who do not enroll during their initial eligibility period. For those who enrolled in the plan year, one increment of coverage up to Guarantee Issue will be available for the 2021 plan year annual enrollment without EOI.

- Accelerated Benefit Option:

  Allows you to apply for up to 75% of your insurance (not to exceed $500,000) if diagnosed with a terminal health condition.



How to figure your voluntary life cost per paycheck:

1. Indicate your elected benefit amount (EBA)
2. Divide EBA by $1,000
3. Find age rate from cost table
4. Multiply answer of Step 2 by answer of Step 3
5. Multiply answer of Step 4 by 12 then divide by 24 to calculate your cost per paycheck

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Provided by USAble Life

Travel Assistance



Congratulations! You and your dependents now have access to the Travel Assistance Program provided by USAble . This program offers you a broad range of valuable travel and medical support services 24 hours a day, 365 days a year. With one simple phone call to our response center, you will be connected to a global network of providers to assist you when you travel 100 miles or more from home. one semester (optional coverage for longer trips available) . The program vendor is AXA Travel Assistance as provided through USABle Life.

Travel Assistance

- Lost Documents and Luggage assistance
- Emergency cash/bail assistance
- Telephone interpretation
- General travel information

Medical Assistance

- Medical and dental referrals
- Medical evacuation or repatriation
- Hospital admission and critical care monitoring
- Dispatch of prescription medications

If you have any questions about the services or require assistance, please contact us at: 1 (866) 384.2786 OR +1 (630) 616.4536 (collect) OR medassist-usa@axa-assistance.us

USAble Life

AXA TRAVEL ASSISTANCE PROGRAM

Support before, during, and after travel

The Dignity Planner



FUNERAL PLANNING MADE PERSONAL The Dignity Planner allows you to create a personalized funeral plan for yourself or a loved one. We all have unique passions and personal stories, and whether you're planning a memorial for yourself or for a loved one, The Dignity Planner allows you to create a plan simply by answering a few questions. Dignity will take care of the rest of the details. n for yourself or a loved one. We all have unique passions and personal stories, and whether you're planning a memorial for yourself or for a loved one, The Dignity Planner allows you to create a plan simply by answering a few questions. Dignity will take care of the rest of the details.

VISIT WWW.USABLELIFE.COM/DIGNITYPLANNER TO LEARN MORE.

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Important Notices

Special Enrollment Rights Notice

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing towards your or your dependents' other coverage). However, you must request enrollment within 30 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).
In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.
Special enrollment rights also may exist in the following circumstances:

- ⇒ If you or your dependents experience a loss of eligibility for Medicaid or a state Children's Health Insurance Program (CHIP) coverage and you request enrollment within 60 days after that coverage ends; or
- ⇒ If you or your dependents become eligible for a State premium assistance subsidy through Medicaid or a state CHIP with respect to coverage under this plan and you request enrollment within 60 days after the determination of eligibility for such assistance.
- ⇒ If you or your dependents lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) or become eligible for a premium assistance subsidy under Medicaid or CHIP, you may be able to enroll yourself and your dependents. You must request enrollment within 60 days of the loss of Medicaid or CHIP coverage or the determination of eligibility for a premium assistance subsidy.

Note: The 60 day period for requesting enrollment applied only in these last two listed circumstances relating to Medicaid and state CHIP. As described above, a 30-day period applied to most special enrollments.

Women's Health & Cancer Rights Act of 1998

The Women's Health and Cancer Act (WHCRA) requires group health plans to provide participants with notices of their rights under WHCRA, to provide certain benefits in connection with a mastectomy, and to provide other protections for participants undergoing mastectomies. If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For Individuals receiving mastectomy –related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- ⇒ All stages of reconstruction of the breast on which the mastectomy was performed;
- ⇒ Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- ⇒ Prostheses; and
- ⇒ Treatment of physical complications of the mastectomy, including lymphedema.
- ⇒ These benefits will be provided subject to the same deductibles and coinsurance amounts applicable to other medical and surgical benefits provided under the health plan offered by your employer.
- ⇒ Please keep this information with your other group health plan documents. If you have any questions about the Plan's coverage of mastectomies and reconstructive surgeries, please contact the Human Resources Department.

Health Insurance Portability and Accountability Act (HIPAA) Notice

Federal law requires that group health plans allow certain employees and dependents special enrollment rights when they previously declined coverage and when they have new dependents. This law, the Health Insurance Portability and Accountability Act (HIPAA) also addresses the circumstances under which treatment for medical condition may be excluded from health plan coverage.

This Information in this notice is intended to inform you, in a summary fashion, of your rights and obligations under these laws. You, your spouse and any dependents should all take the time to read the entire notice carefully.

Special Enrollments: If you decline enrollment for yourself or your dependents (including your spouse) because of having other health insurance coverage at the time of your eligibility to participate, you may enroll yourself or your dependents at a future point, provided that you request enrollment within 30 days after your other coverage ends. In addition, if you have a new dependent as a result of a marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 30 days of such an event.

If you or your dependents lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) or become eligible for a premium assistance subsidy under Medicaid or CHIP, you may be able to enroll yourself and your dependents. You must request enrollment within 60 days of the loss of Medicaid or CHIP coverage or the determination of eligibility for a premium assistance subsidy.

Obtaining Additional Information: If you need assistance in determining your rights under ERISA or HIPAA, you may contact your Plan Administrator or the U.S. Department of Labor by writing to the Chicago Regional office at 200 W. Adams Street, Suite 1600, Chicago, IL 60606, or by calling the Department at (312)353-0900.

If you have any questions about this notice or the law, please contact your Plan Administrator at the number or location provided in your benefits booklet or Summary Plan Description.

Also, if you have changed marital status, or if you, your spouse or any other qualified dependents have changed addresses, please notify your local Human Resources Representative.

Notice of Privacy Practices: Plan administrators, clearinghouses, business associates, and health care providers that transmit health information electronically or use electronic health records may not redistribute or unlawfully use electronic health records without permission from the insured. The insured may request information on how their electronic records are distributed, how frequently they are distributed, and who they are distributed to by contacting the U.S. Department of Health and Human Services.

Health Insurance Marketplace Coverage Notice

The Health Insurance Marketplace is available to assist you as you evaluate health insurance options for you and your family. This notice provides some basic information about the new Marketplace and employment based health coverage offered by your employer. The Marketplace is designed to help you find private health insurance and compare private health insurance options. You may also be eligible for a new kind of tax credit under section 36B of Internal Revenue Code that could potentially lower your monthly premium. If you purchase a qualified health plan through the Marketplace, you may lose the employer contribution (if any) to any health benefit plan offered by your employer and all or a portion of that contribution may be excludable from income for federal income tax purposes . More information on the health insurance Marketplace may be found at https://www.healthcar

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Notice of Rescission

(a) *Prohibition on rescissions* - (1) A group health plan, or a health insurance issuer offering group or individual health insurance coverage, must not rescind coverage under the plan, or under the policy, certificate, or contract of insurance, with respect to an individual (including a group to which the individual belongs or family coverage in which the individual is included) once the individual is covered under the plan or coverage, unless the individual (or a person seeking coverage on behalf of the individual):

I. performs an act, practice, or omission that constitutes fraud

II. makes an intentional misrepresentation of material fact,

as prohibited by the terms of the plan or coverage. A group health plan, or a health insurance issuer offering group or individual health insurance coverage, must provide at least 30 days advance written notice to each participant (in the individual market, primary subscriber) who would be affected before coverage may be rescinded under this paragraph (a)(1), regardless of, in the case of group coverage, whether the coverage is insured or self-insured, or whether the rescission applies to an entire group or only to an individual within the group. (The rules of this paragraph (a)(1) apply regardless of any contestability period that may otherwise apply.) A rescission is a cancellation or discontinuance of coverage that has retroactive effect. For example, a cancellation that treats a policy as void from the time of the individual's or group's enrollment is a rescission. As another example, a cancellation that voids benefits paid up to a year before the cancellation is also a rescission for this purpose.

A cancellation or discontinuance of coverage is not a rescission if -

I. The cancellation or discontinuance of coverage has only a prospective effect;

II. The cancellation or discontinuance of coverage is effective retroactively, to the extent it is attributable to a failure to timely pay required premiums or contributions (including COBRA premiums) towards the cost of coverage;

III. The cancellation or discontinuance of coverage is initiated by the individual (or by the individual's authorized representative) and the sponsor, employer, plan, or issuer does not, directly or indirectly, take action to influence the individual's decision to cancel or discontinue coverage retroactively or otherwise take any adverse action or retaliate against, interfere with, coerce, intimidate, or threaten the individual; or

IV. The cancellation or discontinuance of coverage is initiated by the exchange pursuant (the insured).

Michelle's Law

Michelle's Law protects a postsecondary student from losing full-time student status under an employer's medical coverage if the student is (i) a dependent child of a participant or beneficiary under the terms of the plan; and (ii) enrolled in a plan on the basis of being student at a postsecondary educational institution immediately before the first day of a medically necessary leave of absence from school. A dependent covered under the law is entitled to the same benefits as if the dependent continued to be enrolled as a full-time student. The law also recognizes that changes in coverage (whether due to plan design or a subsequent annual enrollment election) pass through to the dependent for the remainder of the medically necessary leave of absence.

Mental Health Parity & Addiction Equity Act 2008 (MHPAEA)

Under the MHPAEA, the financial requirements and treatment limits that group health plans and health insurance issuers apply to mental health or substance use disorder benefits generally cannot be more restrictive than those applicable to medical and surgical benefits. If a plan covers mental health and substance use disorder, MHPAEA provides medical and surgical benefits and mental health and substance use disorder benefits. MHPAEA it must comply with the federal parity requirements. The MHPAEA contains the following parity requirements:

The financial requirements (such as deductibles, copayments, coinsurance and out-of-pocket limits) applicable to mental health and substance use disorder benefits cannot be more restrictive than the predominant financial requirements applied to substantially all medical and surgical benefits.

Treatment limitations (such as frequency of treatment, number of visits, days of coverage or other similar limits on the scope or duration of coverage) must also comply with the MHPAEA's parity requirements. Non-quantitative treatment limitations (such as medical management standards, formulary design and determinations of usual, customary or reasonable amounts) are subject to a separate parity requirement.

If medical and surgical benefits are offered on an out-of-network basis, a plan or issuer must also offer mental health and substance use disorder benefits on an out-of-network basis.

Newborns' and Mothers' Health Protection Act

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

COBRA (Consolidated Omnibus Budget Reconciliation Act)

Cobra provides eligible individuals and their dependents who would otherwise lose group health coverage as a result of a qualifying life event with an opportunity to continue group health coverage for a limited time period under certain circumstances such as:

- Voluntary or involuntary job loss
- Reduction in the hours worked
- Transition between jobs
- Death
- Divorce
- And other qualifying life events

If you are entitled to elect COBRA coverage, you will have 60 days (starting on the date you are furnished the election notice or the date you would lose coverage) to choose whether or not to elect continuation coverage.

Important Notices

Qualified individuals may be required to pay the entire premium for coverage up to 102 percent of the cost to the plan.

COBRA generally requires that group health plans sponsored by groups with 20 or more employees in the prior year offer employees and their families the opportunity for a temporary extension of health coverage (called continuation coverage) in certain instances where coverage under the plan would otherwise end.

The duration of COBRA extends from the date of the qualifying event for a limited period of 18 or 36 months. The length of time depends on the type of qualifying life event that gave rise to the COBRA rights. A plan, however, may provide longer periods of coverage beyond the maximum period required by law.

COBRA Continuation coverage may be terminated earlier than the end of the maximum period for any of the following reasons:

- Premiums are not paid in full on a timely basis
- The employer ceases to employ any group health plan
- A qualified beneficiary begins coverage under another group health plan after electing continuation coverage;
- A qualified beneficiary becomes entitled to Medicare benefits after electing continuation coverage;
- A qualified beneficiary engages in conduct that would justify the plan in terminating coverage of a similarly situated participant or beneficiary not receiving continuation coverage (such as fraud).

If continuation coverage is terminated early, the plan must provide the qualified beneficiary with an early termination notice. The notice must be given as soon as practicable after the decision is made, and it must describe the date coverage will terminate, the reason for termination, and any rights the qualified beneficiary may have under the plan or applicable law to elect alternative group or individual coverage.

If you decide to terminate your COBRA coverage early, you generally won't be able to get a Marketplace plan outside of open enrollment period. For more information on alternatives to COBRA coverage reach out to your HR Representative or Plan administrator.

Contact your plan administrator or Human Resources to determine how COBRA is administered at your workplace.

CHIP Model Notice

Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit **www.healthcare.gov**.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed on the following page, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or **www.insurekidsnow.gov** to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at **www.askebsa.dol.gov** or call **1-866-444-EBSA (3272)**.



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If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The fo
list of states is current as of July 31, 2019. Contact your State for more information on eligibility –

ALABAMA – Medicaid	**ARKANSAS – Medicaid**
Website: http://myalhipp.com/ Phone: 1-855-692-5447	Website: http://myarhipp.com/ Phone: 1-855-MyARHIPP (855-692-7447)
ALASKA – Medicaid	**COLORADO – Health First Colorado & Child Health Plan Plus (CHP+)**
The AK Health Insurance Premium Payment Program Website: http://myakhipp.com/ Phone: 1-866-251-4861 Email: CustomerService@MyAKHIPP.com Medicaid Eligibility: http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx	Health First Colorado Website: https://www.healthfirstcolorado.com/ Health First Colorado Member Contact Center: 1-800-221-3943/ State Relay 711 CHP+: https://www.colorado.gov/pacific/hcpf/child-health-plan-plus CHP+ Customer Service: 1-800-359-1991 / State Relay 711
FLORIDA – Medicaid	**GEORGIA – Medicaid**
Website: http://flmedicaidtplrecovery.com/hipp/ Phone: 1-877-357-3268	Website: https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp Phone: 678-564-1162 ext. 2131
INDIANA – Medicaid	**IOWA – Medicaid**
Healthy Indiana Plan for low-income adults 19-64 Website: http://www.in.gov/fssa/hip/ Phone: 1-877-438-4479 Other Medicaid: Website: http://www.indianamedicaid.com Phone 1-800-403-0864	Website: http://dhs.iowa.gov/Hawki Phone: 1-800-257-8563
KANSAS – Medicaid	**KENTUCKY – Medicaid**
Website: http://www.kdheks.gov/hcf/ Phone: 1-785-296-3512	Website: https://chfs.ky.gov Phone: 1-800-635-2570
LOUISIANA – Medicaid	**MAINE – Medicaid**
Website: http://dhh.louisiana.gov/index.cfm/subhome/1/n/331 Phone: 1-888-695-2447	Website: http://www.maine.gov/dhhs/ofi/public-assistance/index.html Phone: 1-800-442-6003 TTY: Maine relay 711
MASSACHUSETTS – Medicaid and CHIP	**MINNESOTA – Medicaid**
Website: http://www.mass.gov/eohhs/gov/departments/masshealth/ Phone: 1-800-862-4840	Website: http://mn.gov/dhs/people-we-serve/seniors/health-care/health-care-programs/programs-and-services/other-insurance.jsp Phone: 1-800-657-3739
MISSOURI – Medicaid	**MONTANA – Medicaid**
Website: http://www.dss.mo.gov/mhd/participants/pages/hipp.htm Phone: 573-751-2005	Website: http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP Phone: 1-800-694-3084
NEBRASKA – Medicaid	**NEVADA – Medicaid**
Website: http://www.ACCESSNebraska.ne.gov Phone: (855) 632-7633 Lincoln: (402) 473-7000 Omaha: (402) 595-1178	Medicaid Website: https://dhcfp.nv.gov Medicaid Phone: 1-800-992-0900
NEW HAMPSHIRE – Medicaid	**NEW JERSEY – Medicaid and CHIP**
Website: https://www.dhhs.nh.gov/oii/hipp.htm Phone: 603-271-5218 Toll Free number for the HIPP program - 1-800-852-3345, ext. 5218	Medicaid Website: http://www.state.nj.us/humanservices/dmahs/clients/medicaid/ Medicaid Phone: 609-631-2392
NEW YORK – Medicaid	**NORTH DAKOTA – Medicaid**
Website: https://www.health.ny.gov/health_care/medicaid/ Phone: 1-800-541-2831	Website: http://www.nd.gov/dhs/services/medicalserv/medicaid/ Phone: 1-844-854-4825
NORTH CAROLINA – Medicaid	**OKLAHOMA – Medicaid and CHIP**
Website: https://medicaid.ncdhhs.gov/ Phone: 919-855-4100	Website: http://www.insureoklahoma.org Phone: 1-888-365-3742
OREGON – Medicaid	**PENNSYLVANIA – Medicaid**
Website: http://healthcare.oregon.gov/Pages/index.aspx http://www.oregonhealthcare.gov/index-es.html Phone: 1-800-699-9075	Website: http://www.dhs.pa.gov/provider/medicalassistance/healthinsurancepremiumpaymenthippprogram/index.htm Phone: 1-800-692-7462
RHODE ISLAND – Medicaid	**SOUTH CAROLINA – Medicaid**
Website: http://www.eohhs.ri.gov/ Phone: 855-697-4347 or 401-462-0311	Website: https://www.scdhhs.gov Phone: 1-888-549-0820
SOUTH DAKOTA - Medicaid	**TEXAS – Medicaid**
Website: http://dss.sd.gov Phone: 1-888-828-0059	Website: http://gethipptexas.com/ Phone: 1-800-440-0493
UTAH – Medicaid and CHIP	**VERMONT– Medicaid**
Medicaid Website: https://medicaid.utah.gov/ CHIP Website: http://health.utah.gov/chip Phone: 1-877-543-7669	Website: http://www.greenmountaincare.org/ Phone: 1-800-250-8427
VIRGINIA – Medicaid and CHIP	**WASHINGTON – Medicaid**
Medicaid Website: http://www.coverva.org/programs_premium_assistance.cfm CHIP Website: http://www.coverva.org/programs_premium_assistance.cfm Medicaid Phone: 1-800-432-5924 CHIP Phone: 1-855-242-8282	Website: http://www.hca.wa.gov/ Phone: 1-800-562-3022 ext. 15473
WEST VIRGINIA – Medicaid	**WISCONSIN – Medicaid and CHIP**
Website: http://mywvhipp.com/ Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)	Website: https://www.dhs.wisconsin.gov/publications/p1/p10095.pdf Phone: 1-800-362-3002
WYOMING – Medicaid	
Website: https://wyequalitycare.acs-inc.com/ Phone: 307-777-7531	

To see if any other states have added a premium assistance program since July 31, 2018 or for more information on special enrollment rights, contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/agencies/ebsa (1-866-444-3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov (1-877-267-2323) , menu opt 4, ext 6156

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Medicare Part D Notice

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with Florida Health Care Plans and about your options under Medicare's prescription drug coverage.

There are three important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.

2. Your Employer has determined that the **FHCP HMO T32** prescription drug coverage is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays. Therefore, your coverage is considered **Creditable Coverage**. This is important because you will not be required to pay a penalty if you do not join a Medicare drug plan when you first become eligible. Your Employer has determined that the **HDHP HSA T95** prescription drug coverage is , on average for all plan participants, **not** expected to pay out as much as standard Medicare prescription drug coverage pays. Therefore, your coverage under **HDHP HSA T95** is considered **NON Creditable Coverage.** This is important because you will be required to pay a penalty if you do not join a Medicare drug plan when you first become eligible.

3. You can keep your current coverage from FHCP. When you make your decision, you should compare your current coverage, including what drugs are covered, with the coverage and cost of the plans offering Medicare prescription drug coverage in your area. Read this notice carefully as it explains your options.

When Can You Join A Medicare Drug Plan?
You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th. However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two(2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?
Since the coverage under the HMO T32 is creditable, you will not have to pay a penalty to join a Medicare drug plan. Since the coverage under the HDHP HSA T95 is not creditable, you will have to pay a penalty to join a Medicare drug plan. Starting with the end of the last month that you were first eligible to join a Medicare drug plan but didn't join, if you go 63 continuous days or longer without prescription drug coverage that's creditable, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?
If you decide to join a Medicare drug plan, your Employer's plan coverage under either plan will not be affected. If you do decide to join a Medicare drug plan and drop your current Employer's plan coverage, be aware that you and your dependents will be able to get this coverage back during the next open enrollment if you remain a full time active employee.

For More Information About Your Options Under Medicare Prescription Drug Coverage:

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans. For more information about Medicare prescription drug coverage:

- Visit **www.medicare.gov**
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call **1-800-MEDICARE (1-800-633-4227).** TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at **www.socialsecurity.gov,** or call them at **1-800-772-1213** (TTY 1-800-325-0778).

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?
You should also know that if you drop or lose your current coverage with your Employer and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage
Contact Human Resources for further information. See the inside back cover of your copy of the "Medicare & You" handbook for personalized help. Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048. If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Notice . If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage as noted within this Notice and, therefore, whether or not you are required to pay a higher premium (a penalty).

Attachment: City of Holly Hill RFP 2021 Brown and Brown Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

HOLLY HILL
FLORIDA

REQUEST FOR PROPOSAL

City of Holly Hill

Broker Services, Medical, Dental, Vision, Firefighter Cancer, and Life Benefits

RFP #21HRD001

DUE DATE: October 12, 2021 at 2:00pm

ORIGINAL

Presented by:	Robin Riley
Telephone:	(386) 281-3767
Email:	Robin.Riley@Acentria.com

Acentria PUBLIC RISK
A FOUNDATION RISK PARTNERS COMPANY

1540 Cornerstone Blvd., Ste 200
Daytona Beach, FL 32117
(386) 999-0001

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Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Section 1

Cover Letter

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

October 12, 2021
Ms. Valerie Manning, CMC
City Clerk
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: BID NO. RFP #21HRD001
Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life Benefits

Thank you for the opportunity to present our employee benefits consulting and brokerage capabilities, along with our comprehensive service platform to the City of Holly Hill ("the City"). Acentria Public Risk, a division of Foundation Risk Partners, Corp) (FRP) was established with the single purpose of servicing Florida's public entities is honored to submit this response to the City's Request for Proposal RFP # 21HRD001, Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life benefits.

Why Us?

- **Proactive partner** committed to enhancing the Cities employee benefit program and reducing overall total spend:
  - **United HealthCare Medical Plan Option 2 provides a less than 1% rate increase and a wellness program earnings up to $200 per person. Ref. page 39**
  - **Humana Medical Plan Proposal 1 provides a rate decrease of 9.2% and a wellness program, Go 365. Ref. page 47.**
  - **Guardian Dental Plan provides enhanced benefits with a 16% rate decrease. Ref. page 51.**
  - **Human-Fire Fighter Cancer – provides 3 options with savings of over $1,000 in annual premium. Ref. page 55.**

- **Dedicated Public Entity Practice:**
  - Providing 100+ years of industry experience
  - Impeccable service, working as an extension to the City.

- **Monthly claim reporting from United HealthCare. Ref. page 88.**

- **Acentria claim reporting from Acentria. Ref. page 83.**

- **Trusted Advisor to improve your program:**
  - **Tools and expertise** to evaluate the City's employee benefit program for cost containment solutions and benefit improvements with our **Claros Analytics, a funding analysis and deductible clarity** support tool **(Referenced on page 17**).

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

As a hopeful with the City, we wish to make it clear that we will work for you, not the insurance companies. Our commitment is to, year in and year out, negotiate the most optimal carrier contracts available in the marketplace, and leverage the breadth and depth of our book of business to do so.

Our services and expertise are positioned to mitigate the City's healthcare cost and risk challenges. We are fully prepared to fulfill each Scope of Services requirements outlined in the City's RFP and to meet all other listed requirements. Throughout our response we address all the core pillars of our service and benefits model.



We understand the unique needs associated with a public entity, helping municipalities manage people, compensation, and benefits programs in the face of mounting costs, regulatory pressures and ongoing changes in the healthcare and insurance industries. We affirm that we meet and will exceed the City's minimum requirements as presented in Section VI. **Please see our scope of services starting on page 9 in Tab 3.**

As will be communicated throughout our RFP Response, we are a performance-based organization that is culturally committed to driving and enhancing business and benefits results. Every effort was made to concisely provide all requested information, and all required completed forms. We accept all of the conditions governing the City's RFP and agree to exceed the required scope of services.

Luke Wolkers is authorized to make representation on behalf of Acentria Public Risk. Thank you again for the opportunity to present our capabilities.

Kind regards,

Luke Wolkers, Executive Vice President
Direct: (850) 502-8136
Luke.Wolkers@acentria.com

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Section 2

Company Overview

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Foundation Risk Partners, Corp. (FRP) is a privately held brokerage and consulting firm that was established on November 10, 2017 and headquartered in Daytona Beach, FL. Among the Foundation Risk Partners brands are the nationally recognized Acentria Insurance (founded in 2010) and Corporate Synergies (founded in 2003) both of which have been a part of Foundation Risk Partners since FRP's inception. Foundation Risk Partners and Acentria is comprised of:

Foundation Risk Partners Home Office

- 81 offices in 12 states with clients in all 50 states
- Top 18 largest insurance consulting and brokerage firm in the United States
- Premium volume >$2.0B
- 1,500+ employees
- Serving clients in all 50 states
- 131 locations across the U.S.
- Public Entity Practice located in the Daytona Beach Home Office

FRP is pushing the boundaries of insurance excellence. We utilize our office locations to provide local services and our firms national presence for resources to our public entity clients. We are comprised of industry leaders who redefine what clients should expect from their insurance brokers. We've identified leading platforms and services within the Employee Benefits, Commercial, Personal, and Risk Management space. Our strength is rooted in the expertise of our selected partners, their innovative approach, and the ability to serve our clients with these pooled resources.

Acentria Public Risk (a division of Foundation Risk Partners, Corp) (FRP), established by Alan Florez and David Lodwick to exclusively serve the risk management needs of Florida's Public entities.

Prior to Acentria Public Risk, Alan and David proudly served in both State and local governments in Tallahassee and Palm Beach County. After working in the public sector, Alan and David both held leadership roles for two of the largest competing organizations responsible for public entity insurance services. For over 10 years they have been fortunate to provided risk management programs and services to over 500 public entities in Florida.

Public Entity Expertise: We deploy our experienced consultants, that have exceptional skill sets and experience specific to public entity exposures. The team believes in public service and is dedicated to reducing ***program cost, mitigating risk, and functioning as an extension of your staff***. Our evidence-based approach to safety and health, and offering of practical technical solutions, tools, and strategies will help mitigate claim cost and administration fees. We've found this approach can significantly improve your employee benefit program that is so important to retain and attract talented employees.

We speak city.

Acentria Public Risk recognizes the unique exposures and evolving risk profiles of our municipal clients and strives to reduce the total cost of risk. We believe in public service and is dedicated to reducing program cost, mitigating risk, and functioning as an extension of your staff.

We understand the bid process and public record laws while maintaining familiarity with the constantly changing and complex statutes that apply to governmental organizations. This specialized knowledge is especially vital when negotiating renewal and program changes with insurance carriers and health insurance consortiums. Our expertise guarantees an exemplary benefit program.

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Our seasoned team members are subject matter experts in their core competencies.
The team identified to serve the City's benefits program includes seasoned professionals that bring collectively more than **100+ years** of benefits experience to the table along with different perspectives. These varied backgrounds and expertise, coupled with Acentria Public Risk's collegial approach, will enable valuable feedback to the City of Holly Hill staff from all points of view, including finance, associate experience, and ease of administration.

We use resources to deliver data-driven decisions that lead to enhanced long-term strategies that align with your culture and benefit philosophies.
We will draw data from your workforce; this process will help you gain insights that are specific to the City and will provide insightful, targeted, actionable solutions that drive meaningful savings and improved productivity. We will use our data engine to measure the impact of the solutions we implement to drive continuous improvement.

We focus attention on day-to-day client needs.
Unlike consulting firms, we do not work on a per-hour basis. Rather, we are measured on client satisfaction. Through our specialized Public Entity team, we have the depth to provide a concierge-level of service for the City staff and employees. Our service models have and will remain a keystone of our company philosophy throughout our history. As our firm grows and evolves, we continue to make investments in our infrastructure, services, and personnel, but our approach to support always remains constant for the client and their member base. Our service is hands-on, continuous, and personal.

We are privately owned with unfettered access to enterprise-wide account teams and all levels of senior management.
Our privately held status allows our clients the comfort of knowing they, not shareholders, are our No. 1 priority. Moreover, Acentria Public Risk is a flat organization with limited hierarchical structure. This means our clients have access to not just their account teams, but all levels of senior management and expertise that resides in all parts of our organization, which reinforces the statement that clients are our No. 1 priority.

Our Public Entity team delivers best in class service to the City's employees and their dependents.
One-on-One Employee Advocacy
Acentria Public Risk provides exemplary service to your staff and employees by working as an extension to your Human Resources office. Employees are provided with a ***first-party*** administrative and ***advocacy*** support from our Public Entity team providing response and resolution for employees and their dependents.

Measuring client satisfaction

Built into our communication plans (beyond telephonic and scheduled face-to-face meetings) are several levels of electronic correspondence that measure client satisfaction. We utilize these key methods to gauge and ensure continued client satisfaction:

- ***Listening to Our Clients:*** Beyond adding measurables and metrics around client satisfaction, it's most important for us to be receptive and aware of our clients' needs. We are good listeners. We also understand the importance of being a proactive partner, anticipating our clients' needs and bringing ideas and options to the table worth consideration.
- ***Client Advisory Council:*** Convened on a regular basis. Clients advise us on their benefit issues, management of industry trends, business priorities and recommendations for strategic direction.

Section 3

Scope of Services

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Scope of Services

Acentria Public Risk is prepared to meet and exceed the Scope of Service requirements outlined in the City of Holly Hill's RFP. Our team believes in public service, we recognize the unique exposures and evolving risk profiles of our public sector clients. Our team is dedicated to reducing program cost, mitigating risk, and functioning as an extension of your staff. ***Our services are year-round and all inclusive***, with no set time limits on services or line-item cost.

Our approach to employee benefits advisory services is based upon:



Critical Services:

- Deliver an **analysis that compares program** costs, plan designs, administration costs, network discounts and network accessibility.
- **Support open enrollment** with insurance experts and presentations; provide benefit Reference guides and updates to existing plans as needed.
- **Review current employee benefits program performance.**
- **Provide cost projections and funding analysis**, including a review of current and recommended funding methodology.
- **Analyze the factors driving plan costs**, based on available experience data, and review utilization reports to determine cost drivers.

- **Advise on benefits administration and enrollment technology platforms** as well as our personal team support to aid employees in decision-making as well as day-to-day and annual benefits administration.

Below are details of our service model:

- **Deliver a new-client onboarding compliance assessment** that identifies immediate areas of non-compliance (if applicable) and rectify these issues.
- **Meet with City's Human Resource** on a monthly/quarterly basis to discuss the overall strategy and keep you informed of significant marketplace changes and trends.
- **Establish claims reports** for medical and prescription drugs, with details of paid claims and applicable reimbursements, as well as premium/funding and enrollment summaries. Review these reports with your team to identify and address trends.
- **Evaluate your demographics** and develop voluntary benefits product recommendations to fill gaps in core coverages and assist in the management of these benefit products (if needed).
- **Deliver comprehensive compliance support** from our in-house experts, including a detailed compliance service calendar with activities and key dates to keep your plans in compliance year after year.
- Provide **oversight and guidance on legislative issues** and pending or new legislation.
- **Provide access to** in-house compliance experts to answer your questions as they occur.
- **Communicate ongoing regulatory guidance** in a timely manner with actionable guidance.
- **Provide a dedicated team of employee advocates** who will answer your members' questions and resolve benefit issues on their behalf.
- **Design and deliver targeted communications campaign** that promote employee engagement, program cost control and benefits consumerism.
- **Benchmark medical plan costs** and employee contributions against employers of similar size in your industry and region.
- Advise your organization on **wellness and disease management best practices** and assist in the design of campaigns to guide employees to take personal responsibility for their wellness.
- **Deliver an internally written and designed monthly health/benefits blog**, HealthDiscovery.org, to your employees.
- During the plan marketing phase, prepare RFPs to **obtain competitive quotes** from carriers and other vendors, and serve as the contact during the bidding process.
- **Evaluate vendors** and carriers to determine conformity to contracts, performance guarantees, costs and provisions.
- **Negotiate** with carriers and other benefit program providers on your behalf; evaluate new contracts.

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Please provide the City of Holly Hill with the Scope of Services that your agency provided as the Agent of Record proposer for the Employee Benefits Program. The scope of services must include:

- **Medical proposers and pharmacy benefit providers are expected to provide fully insured proposals and alternate funding proposals.**
    - United HealthCare – Fully insured
    - Humana – Fully insured

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

  Our experience with wellness plan strategies and disease management programs include:

  - **Member assessments and awareness tools**, most commonly biometric screenings, and health risk assessments.
  - Programs and policies **supporting a culture of health and well-being**, such as tobacco-free environments, physical activity challenges, stress reduction tutorials, and financial fitness seminars.
  - Incorporation of **health coaching, disease management, and targeted programs** to reinforce healthy lifestyles and compliance with standards of care for those needing it.
  - **Strategic vendor partnerships** to fill needs, encouraging collaboration and integration to optimize the member and employer experience.

  Our wellness strategies are designed using a comprehensive set of data sources on health plan costs and utilization, as well as complying with Federal and State Mandates.

  - **Negotiate** with your health insurance carrier wellness dollars to financially support your health fair, biometric screening event and activities.
  - **Wellness Committee** – At the City's discretion, Acentria Public Risk can set up, manage and attend all wellness committee meetings to share and implement ideas and structure.
  - **Set up and manage a timeline** for all activities with the City and/or wellness committee input.
  - Acentria Public Risk can manage a biometric screening/health fair event that includes Health Risk Assessments.
  - Strive for 50% or better participation.
  - Review reporting from Health Risk Assessments and claim reporting to analyze top conditions.
  - Review EAP utilization, encourage participation and education on services.

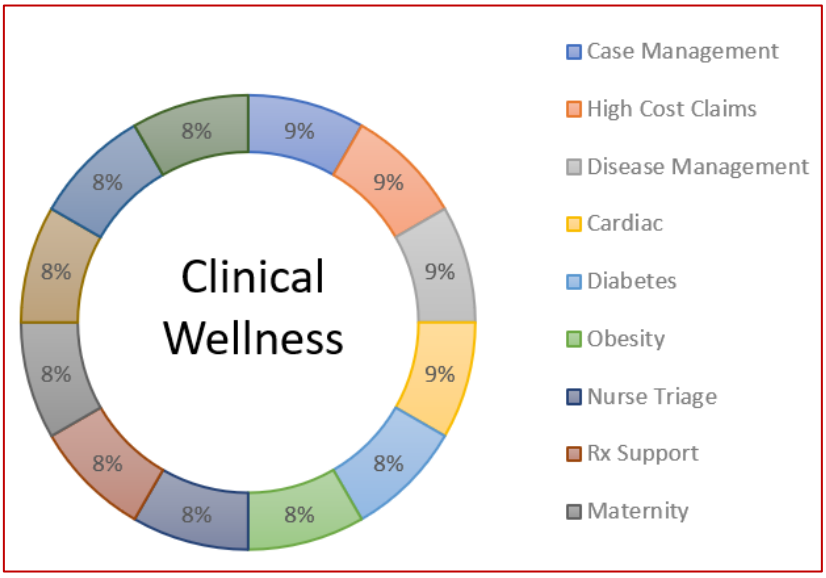
Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

- **Develop and manage custom wellness activities** with a focus on the City's Health Risk Assessment reporting throughout the year, such as: walking challenges, weight loss, lunch n learns, financial fitness campaigns, health workplace initiatives, promote the City's EAP program.
- **Acentria Public Risk will design and conduct customized assessments and/or employee surveys**.



Through our reporting capabilities we will measure and report on a regular basis:

- The clinical, financial and behavioral improvements.
- The effectiveness of the providers.
- The current state of the City relative to the baseline assessment and normative data using our reporting capabilities.



- **Proposers are encouraged to include performance guarantees, implementation guarantees, service guarantees and network guarantees.**

  Guarantees will be customized to fit your needs during the best and final offer opportunity. During this time everyone will have a clearer view of the City's needs.

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

- Proposer must be able to offer a high quality, accessible provider network(s) sufficient to meet the needs and geographic diversity of a group covering in excess of 120 individuals with their dependents. Provider network must include hospital, physician, and other provider services in Volusia, Seminole, Lake, Brevard, Flagler and St.Johns Counties. Please note that local or regional networks can be proposed, but it is the City's preference that national networks be made available to the employees, retirees and their dependents.

Medical Proposals

- UHC
  Please click her for the NHP Provider Network listing.

  Find a Provider

  https://www.myuhc.com

  - Select "Find A Provider" on the Blue Banner labeled Find A Doctor.
  - Click on "Medical Directory"
  - Click on "All UnitedHealthcare Plans"
  - Scroll Down to Appropriate Network
  - Click on "UHC Choice Plus" (UHC Plans) or "NHP HMO/POS Access" (NHP Plans)
  - Change Location to Provider/Facility Location
  - Search for Provider or Facilities

- Humana - Please click here on Humana to view their provider network listing.

Dental and Vision

- Guardian - Find a Dentist in your area | Guardian (guardiananytime.com) or go to guardiananytime.com

- Humana – Vision & Dental

- **Proposer is to include a copy of their preferred drug listing for consideration.**

United HealthCare

- Please click here UHC for their provider pharmacy listing.

Humana

- Please click here Humana for their provider pharmacy listing.

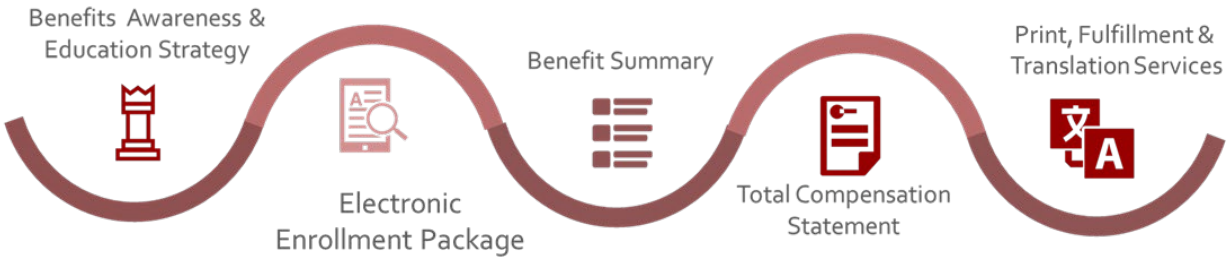
Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

- **It is the responsibility of the successful proposers to provide the necessary forms, papers, etc., for initial enrollment and also the administration of benefits including but not limited to: brochures outlining schedule of benefits, directories, certificates, claim forms, identification cards, benefit booklets, etc., where applicable**.

Acentria Public Risk works as an extension to your Human Resources to manage the renewal and open enrollment process with the City's vendors and employees.

- Act as liaison to the City with the vendor application process
- Review all vendor contracts for accuracy prior to signature
- Support open enrollment with insurance experts and presentations
- Face to Face Post Covid-19 compliant
- Employee Education presentations
- Virtual meetings
- Recorded presentations

We provide **employee education and communication strategies** that engage and educate plan participants. Our collaborated campaigns feature targeted messaging to heighten participant awareness and perceived benefit value while promoting consumerism through education and engagement.



Our employee education and communication programs help employees make sense of what they are reading. With a dedicated employee education and communication team aligned to the City, we will engage your plan participants and retirees through our communication deliverables including but not limited to:

- Informational Posters
- New Brief Flyers
- Live Well, Work Well Newsletters
- In the Know Postcards
- Power Point Presentations
- Wellness Toolkits

Our custom communications are built around your unique characteristics and needs. We have a vast library of outreach campaigns for wellness, education, open enrollment support, and more.

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

- **Please provide sample reports that the City would be able to receive on a monthly, quarterly and annual basis.**

We provide reporting to ensure deliverables are being achieved and plan performance is accurately monitored and measured. Reporting is also an essential aspect of evaluating vendor service level guarantees and monitoring the fiscal health of a client's overall benefits program. We utilize a combination of carrier reports, our own proprietary models and templates developed over many years with client feedback, and industry best practices to provide the following reporting capabilities: ***(Please see Acentria sample reporting on page 83 and United HealthCare's monthly reporting on page 88)***

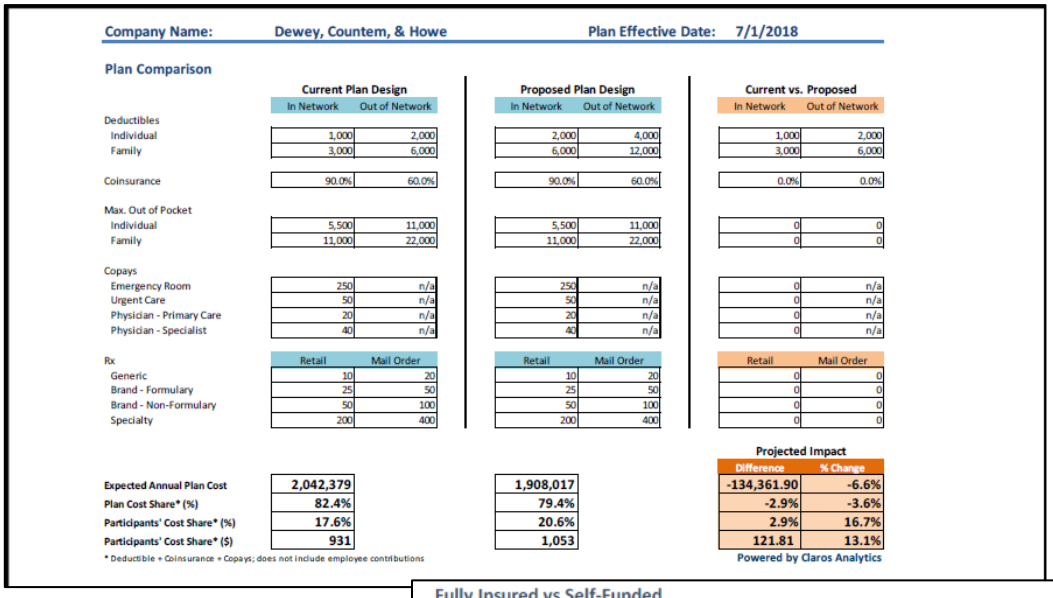
- ***Financial Exposure****:* We review all claim/account data provided by carriers, including full analysis and validation of renewal developments (as applicable based on funding), claim projections, claim factors, loss ratios, and other contractual and budget-related exposures.
- ***Plan Utilization and Trend Analysis****:* We use carrier reporting packages as a starting point to develop a customized analysis that clearly illustrates key cost drivers, metrics and year-over-year trends. Our executive summaries, key observations and charts provide an efficient way for clients to understand the most relevant aspects of factors driving their costs, how the plan is performing and the emerging health risks within their plan participant population.
- ***Alternative Funding Analysis****:* Our consultants and underwriters are industry veterans with expertise in every funding arrangement available in the market, including Administrative Services Only (ASO), ASO with stop-loss, participating contracts/shared returns, minimum premium, level funded, graded preferred, fully insured, trust arrangements and benefit captives. We evaluate a client's demographics, financial risk tolerance and claims experience against all available and viable alternatives in the market to determine the most suitable and favorable funding arrangement.
- ***Underwriting****:* In collaboration with our actuaries, our in-house underwriters are experienced in all aspects of health and welfare benefits and can develop algorithms to calculate pre-renewal projections; in-depth renewal analysis and competitive marketing; negotiations with carriers.
- ***Benchmarking****:* We assess your plan designs, identify trends and monitor plan utilization patterns for opportunities to adjust plan design or consumer behavior. Each of these factors is measured against a national database so we can compare the City's factors against comparable municipalities.
- ***Project Plan Status****:* We ensure that Service Plan key initiatives are monitored and remain on track to planned deliverables.
- ***Vendor Performance****:* We evaluate service level guarantees, including but not limited to claims payment turnaround, network discount guarantees, fixed-cost guarantees prescription rebate guarantees, and claims management guarantees.

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

In addition to the above listed capabilities and reporting we have **Claros Analytics, a funding decisions and deductible clarity** support tool that utilizes real-time and historical data to help make crucial funding decisions:

- **Actuarial Assistant** to simulate any changes for any size group and calculate precise claim rates.
- **Risk Decision Support** Identifies a risk-appropriate self-funded structure and develop marketable metrics.
- **Experience & Migration** Predictive develops the number under the pooling point, model impact of forecasted enrollment, and will set up optimal budget rates.
- **Claros Reserve** will build an extremely refined actuarially sound IBNR easily and quickly

Please see our Sample Claros Reporting below.



Company Name: Dewey, Countem, & Howe **Plan Effective Date:** 7/1/2018

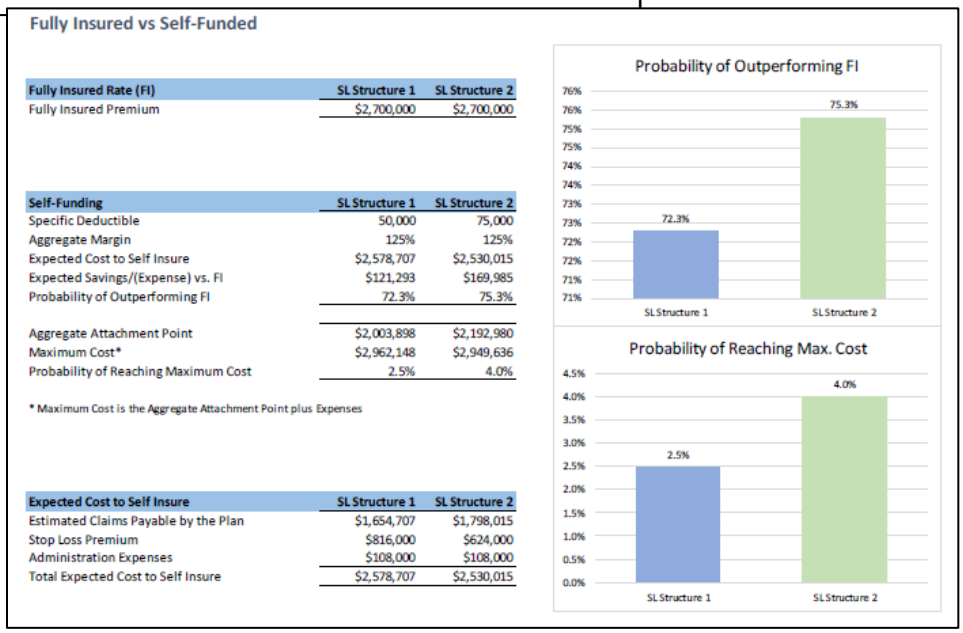
Plan Comparison

	Current Plan Design		Proposed Plan Design		Current vs. Proposed	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductibles						
Individual	1,000	2,000	2,000	4,000	1,000	2,000
Family	3,000	6,000	6,000	12,000	3,000	6,000
Coinsurance	90.0%	60.0%	90.0%	60.0%	0.0%	0.0%
Max. Out of Pocket						
Individual	5,500	11,000	5,500	11,000	0	0
Family	11,000	22,000	11,000	22,000	0	0
Copays						
Emergency Room	250	n/a	250	n/a	0	n/a
Urgent Care	50	n/a	50	n/a	0	n/a
Physician - Primary Care	20	n/a	20	n/a	0	n/a
Physician - Specialist	40	n/a	40	n/a	0	n/a
Rx	Retail	Mail Order	Retail	Mail Order	Retail	Mail Order
Generic	10	20	10	20	0	0
Brand - Formulary	25	50	25	50	0	0
Brand - Non-Formulary	50	100	50	100	0	0
Specialty	200	400	200	400	0	0

			Projected Impact	
			Difference	% Change
Expected Annual Plan Cost	2,042,379	1,908,017	-134,361.90	-6.6%
Plan Cost Share* (%)	82.4%	79.4%	-2.9%	-3.6%
Participants' Cost Share* (%)	17.6%	20.6%	2.9%	16.7%
Participants' Cost Share* ($)	931	1,053	121.81	13.1%

* Deductible + Coinsurance + Copays; does not include employee contributions

Powered by Claros Analytics



Fully Insured vs Self-Funded

Fully Insured Rate (FI)	SL Structure 1	SL Structure 2
Fully Insured Premium	$2,700,000	$2,700,000

Self-Funding	SL Structure 1	SL Structure 2
Specific Deductible	50,000	75,000
Aggregate Margin	125%	125%
Expected Cost to Self Insure	$2,578,707	$2,530,015
Expected Savings/(Expense) vs. FI	$121,293	$169,985
Probability of Outperforming FI	72.3%	75.3%
Aggregate Attachment Point	$2,003,898	$2,192,980
Maximum Cost*	$2,962,148	$2,949,636
Probability of Reaching Maximum Cost	2.5%	4.0%

* Maximum Cost is the Aggregate Attachment Point plus Expenses

Expected Cost to Self Insure	SL Structure 1	SL Structure 2
Estimated Claims Payable by the Plan	$1,654,707	$1,798,015
Stop Loss Premium	$816,000	$624,000
Administration Expenses	$108,000	$108,000
Total Expected Cost to Self Insure	$2,578,707	$2,530,015

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

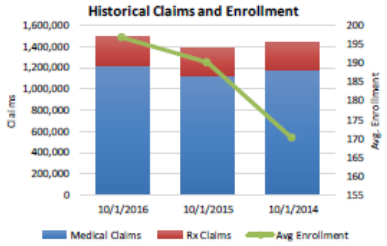
Claims: Projected and Historical

Projection date	7/1/2018
Projected claims below pooling point - per capita per month	352.40
Projected claims below pooling point - Total	1,617,103

Claims Experience

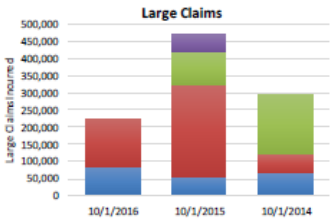
Period (12 months beginning)	10/1/2016	10/1/2015	10/1/2014
Avg. Enrollment	197	190	170
Medical Claims	1,226,380	1,132,602	1,177,585
Rx Claims	259,928	243,590	265,606
Total Claims	1,486,308	1,376,192	1,443,191
Claims Per Capita/Month*	339.17	316.06	464.79
Experience Year Weight	50.0%	33.3%	16.7%
Composite Per Capita Claim Cost	352.40		

*normalized, and trended to projection date based on adult equivalents.



Large Claims Incurred

Period (12 months beginning)	10/1/2016	10/1/2015	10/1/2014
	83,576	54,861	66,854
	141,553	268,346	53,248
		98,634	175,634
		47,319	



Acentria Public Risk provides experienced solutions to difficult problems and utilizes technology and administrative capabilities to assist our client in gaining efficiencies and develop long-range strategies to achieve the City's overall financial and benefits goals. We remain in contact with our clients continuously throughout the plan year, preparing budget projections and consistently monitoring claims experience as well as assisting employees and their families with claims issues and eligibility. Below we have provided a Case Study to show our work.

Case Study 1

Situation: A Florida based client continued to see double-digit "trend" increases each year on their fully insured health care plan. The employer spends roughly $2 million per year in health insurance with 250 employees.

Solution: We quantified the risk-vs-reward of transitioning to a self-funded program. Our team managed the RFP process that provided a rate reduction with no plan changes to the employees. Our team successfully transitioned our client from fully insured to self-funded by thorough education to staff and the employees.

Result: Our client received a 20% reduction in overall healthcare spend for the trailing 3 years since transitioning from a fully insured UHC contact.

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

- **It is a requirement of the City to award the contract to a vendor that offers an interactive website that would allow employees the ability to research the status of their claims on the internet, research information such as Preferred Drug Lists, search provider directories, etc.**

  - UHC – www.Myuhc.com
  - Humana – www.humana.com

- **The City is requesting the Agent of Record to include an on-line enrollment and electronic administration of the City's benefit programs, all proposers must have technological capacity to transmit and accept eligibility files from your proposing system and demonstrate security measures in place to protect sensitive data.**

  Acentria Public Risk has over 125 clients utilizing online enrollment systems that we support on their behalf. We have highlighted a few of our clients below:

  - City of Avon Park
  - City of Deltona
  - City of Destin
  - Destin Fire Control
  - North Bay Village
  - Suwannee River Economic Council
  - Jackson County BOCC

  Saving the City Money, Reducing Staff Workload and Meeting Employee Needs
  Acentria Public Risk Provides a plethora of options to fit your needs and culture. The City can continue with their current system, Plan Source who is a preferred provider for our agency as well as Employee Navigator program. Both programs save time, money and enhance the City's benefits administration.

  PLANSOURCE

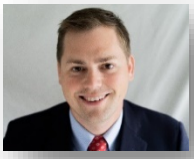
  employee NAVIGATOR

  All of your Human Resources in one place:

  - **Benefit Administration** software makes it easier to attract and retain talented employees by offering an extensive benefits package with less benefits administration work.
  - **New Hire Onboarding** tool makes it easy for HR to get a new hire up and running without endless amounts of paperwork.
  - **HR Management** platform centralizes your HR records online and syncs your employee data across multiple systems – including payroll, benefits, and time off.
  - **ACA & COBRA** – The Affordable Care Act can be confusing. That's why we've built a set of simple, yet powerful, tools to make ACA compliance easier to everyone.

Enrollment Platforms and Benefits Administration Technology team. Our internal experts deliver day-to-day and annual benefits administration tactical support. Our team provides consulting on and provide direct support for:

- Enrollment and eligibility maintenance
- Data connectivity
- Reporting and data analysis
- Premium support services
- Management of system site content
- Employee enrollment processing
- New hire, life event and dependent verification communications & processing
- Employee password reset



Taylor Wimberley specializes in developing effective enrollment platforms for Acentria Public Risk clients by leveraging our Benefits Administration technology to educate and implement employee benefits programs. He has worked with many of the HRIS and enrollment platforms that are being utilized today. Taylor has over 6 years of industry experience.



Benjamin Welu, SHRM-CP will work as back up to Taylor to support your enrollment and HRIS platform. He has over 10 years of industry experience.

Case Study: Online Enrollment System

Situation: A public sector client hired our firm to accomplish two primary goals (1) Mitigate premiu spend on healthcare (2) Drive administrative efficiency to support their budget-driven reduction in H staff. This client spends ~3M in premium per year in health insurance premium with ~200 active an retiree participants on their plan.

Solution: We helped the client identify the underlying cost drivers of their program with the deploymer of a full participation-based wellness program for the previous two years, steps-driven wellness progra within which HRA funding occurs based on steps taken each day, along with an annual onsite health fai **We rolled out our SmartBEN Essentials online enrollment technology tool, benefits administratio outsourcing support and our employee advocacy services.**

Result: The client has reduced its benefits spend by an average of -5% over the last three renewal cycle with no changes in the benefits offered to employees. **We've also taken on all functions associated wit benefits administration, becoming an extension of the client's internal benefits staff with dire interaction with employees for anything relating to the benefits program.**

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

- **It is a requirement that the Agent of Record awarded this contract provide representative(s) to assist with implementation, open enrollment, employee communications and ongoing assistance with routine plan administration. Please provide a proposed schedule given that the tentative award date of October 26, 2021 and enrollment start date of November 15, 2021 with a January 1, 2022 effective date.**

Open Enrollment Assistance. We work as an extension to your Human Resource staff. Robin Riley and Allison Rand will work alongside your staff to provide program implementation, open enrollment planning and coordination. Our service team has the depth and tenacious background to attend all of the City's open enrollment meetings.

Open Enrollment & Employee Communications Expertise

- **Conduct open enrollment** with insurance experts and additional staff when needed for multiple locations to assist with the City's work schedule.
- **Coordinate and facilitate employee education** for maximum utilization of online enrollment system.
- **Facilitate receipt** of all appropriate vendor materials and review for accuracy prior to open enrollment.
- **Customized presentations** to ensure employees understand their benefit offerings.
- **Coordinate and conduct open enrollment meetings** and assist with the enrollment of all employee benefits.
- **Design and deliver customized benefit guide booklets** prior to open enrollment.
- **Design and deliver targeted communications** campaigns that promote employee engagement, program cost control and benefits consumerism.
- **Manage a smooth implementation** with new vendors or plans to ensure that all necessary paperwork completion and all policies are accurate.
- **Verify receipt of ID cards**
- **Verify accuracy of the City's billing after renewal**
- **Review of SPD and plan documents for accuracy**

In addition to our open enrollment services, we provide day-to-day exceptional services to our clients essentially working as an extensions to your Human Resource office. It is our commitment to provide prompt resolution to any issues, concerns or requests. We are available via office phone, cell phone, email and in person. ***Our service is hands-on, continuous and personal.***

Robin Riley, as the Account Executive is readily available by cell phone, office phone and email for any needs big or small that all administrators and managers may have. Robin responds quickly and is available 24/7 via her cell phone.

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Employees and their dependents will have direct access to our team that provides first-party administrative and advocacy support with quick resolution for employees and their dependents. We understand the benefits problems with municipal employees much take a ***very high priority*** and below is how we work to resolve any problems:

Supporting day-to-day management of benefits

- Relieve administrative burdens, simplifying the entire benefits process.
- Improve efficiency, increase compliance/reduce exposure to risks, reduce costs and benefits workload.

Assisting plan participants to get the most out of their benefits

- Help them make informed decisions and properly enroll/use their benefits.
- Provide peace of mind by addressing all benefit-related questions or issues through personal advocacy.

Communicating to plan participants on the employer's behalf

- Deliver personalized content to plan participants through multiple channels
- Treat every contact as a coachable moment



We have included a sample ***Service Calendar*** that also serves as a ***Stewardship Report***. This Service Calendar will be customized based on the Human Resource Staff's input to ensure the highest level of service and value for the City of Holly Hill. ***(Please see our sample Implementation and Service Calendar, Tab 9, Appendix on page 82.)***

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

VI. QUESTIONNAIRE:

I. QUESTIONNAIRE:

Where applicable please check the correct response:

Q1. Is the Agent of Record properly licensed by the State of Florida; currently in good standing with the State of Florida Department of Insurance and all other applicable regulatory entities to conduct business in the state and provide the required services requested.

A1: ☒ Yes ☐ No

Q2. Does the Agent of Record have a minimum of five (5) years of experience in providing governmental insurance services?

A2 ☒ Yes ☐ No

Q3. Has the Agent of Record had municipal clients within the last ten (10) years?

A3 ☒ Yes ☐ No

If yes, please provide a list five (5) clients below.

1. City of DeHona
2. City of Miami Beach
3. City of Miami Gardens
4. North Bay Village
5. City of Windermere

Q4. Can the Agent of Record produce reference contacts from municipal clients serviced within the past ten (10) years?

A4 ☒ Yes ☐ No

If yes, please list entity name(s), contact name(s) and contact phone number(s) below. **NOTE:** Contacts listed will be validated.

Please see Contacts list on page 26.

Q5. As an Agent of Record, do you have benefit seminar planning experience?

A5 ☒ Yes ☐ No

Q6. As an Agent of Record, do you understand the Scope of Services?

A6 ☒ Yes ☐ No

1

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Q7. As an Agent of Record have you had government experience with the following types of insurance and service?

A7.	Agent of Record:	
Medical:	☒ Yes	☐ No
Vision:	☒ Yes	☐ No
Dental:	☒ Yes	☐ No
Long Term Disability:	☒ Yes	☐ No
Life:	☒ Yes	☐ No
Flexible Spending Plan:	☒ Yes	☐ No
Claims Services:	☒ Yes	☐ No
Voluntary Benefits Services:	☒ Yes	☐ No

Q8. Have Agent of Record or any member of your agency ever been indicted, convicted, plead guilty or plead no contest to the commission of a felony?

A8. ☐ Yes ☒ No

Q9. As an Agent of Record, does your agency hold a minimum of five million dollars in professional errors and omissions liability insurance?

A9: ☒ Yes ☐ No
If not, what is the limit? _____

Q10. Have Agent of Record or any member of your agency been involved in any claim or litigation with any Federal, State or Local Government or Private Entity?

A10. ☒ Yes ☐ No

*Brown and Brown and FRP are currently engaged in litigation with multiple claims against each other. The litigation is currently pending in Volusia County, with no determination by a court of law.

Q11. As an Agent of Record, do you have preferred status with the insurance carriers? If so, please list which carriers and at what level:

A11. **Carrier: Preferred Status with Carrier:**
Please refer to our list of carrier partners on the next page.

Q12. Who will be the City's principal contact(s) for this project? Provide name, title, and a brief description of the individual(s) experience in brokering benefit coverage.

A12. Please refer to page 32 for a list of principal contacts along with a brief description.

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Preferred List of our Health Insurance Partners		
AvMed	**Cigna**	**Humana**
BCBS (All Affiliates)	**Florida Blue** (Inclusive of **Florida Health Care Plans**, Capital Health Plans and Health Options)	**United Healthcare** (Inclusive of Neighborhood Health Plans, All Savers and UHC HMO)
CVS (Inclusive of Aetna and Coventry)		

Alternate Funding		
Berkley GovCap	ELAP Services	Heritage Consultants
Cost Plus Advisors	Florida Municipal Insurance Trust (FMIT)	Veris
D.W. Van Dyke & Co.		

ASO / TPA		
Aetna / Meritain	Coresource	Humana
BCBS of SC (TPA)	GPA TPA Services	Maestro Health
Cigna	Florida Blue	UHC / UMR
Continental Benefits	Humana	

Stop Loss		
AIG	HM Insurance	Swiss Re
Arch Insurance	Munich Re	Symetra
Guardian Life & Health	Stealth Partner Group	Voya Financial
HCC Life	Sun Life Financial	XL Benefits

Pharmacy Benefit Management		
CVS Caremark	Optum Rx	Rx Benefits
Express Scripts	Prime Therapeutics	WellDyne Rx
Magellan Rx	Pro Act Inc	

Ancillary Benefits		
Advantica	Guardian Life & Health	Reliance Standard
Aetna	Hartford Life	Standard Insurance
Allstate Financial	Humana	Sun Life Financial
Ameritas	Lincoln Financial	Superior Vision
Cigna	**Metropolitan Life**	Symetra
Delta Dental	Minnesota Life	Unum
EyeMed	Mutual of Omaha	**USAble**
Florida Combined Life	Principal Financial	Vision Service Plan

Supplemental Worksite		
Aflac	Humana	Reliance Standard
AIG	Lincoln Financail	The Standard
Allstate Financial	Metropolitan Life	Sun Life Financial
Colonial Life	Mutual of Omaha	Unum
Guardian Life & Health	Principal Financial	Voya Financial

Medical Group Retiree Programs		
AdventHealth Advantage Plans/Health first	Cigna	Humana
Aetna	Florida Blue Medicare	UHC/AARP
Benistar	Florida HealthCare Plans	

Entity Contact List

Client Name:	North Bay Village
Contact Name:	Carla Gomez
Contact Phone Number:	(305) 756-7171 Ext. 72
Client Name:	City of Deltona
Contact Name:	Rebecca Wilk
Contact Phone Number:	(386) 878-8754
Client Name:	City of Destin
Contact Name:	Nichole DeVito
Contact Phone Number:	(850) 460-8546
Client Name:	City of Port St. Joe
Contact Name:	Charlotte Pierce
Contact Phone Number:	(850) 299-8261
Client Name:	Jackson County BOCC
Contact Name:	Judy Austin
Contact Phone Number:	(850) 482-9633 Ext. 227

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

I. INSURANCE CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made and entered by and between the City of Holly Hill (City) and Foundation Risk Partners Corp. DBA Acentria Public Risk (Agent of Record).

WITNESSETH

WHEREAS, the City desires to retain and engage an AGENT OF RECORD for the City for employee benefit programs.

WHEREAS, the parties hereto have reached an understanding with each other regarding the professional services to be performed and the compensation to be paid for such services as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) Engagement and Scope of Service. The City hereby retains the Agent of Record and the Agent of Record hereby accepts said engagement for the purpose of providing the City with professional services related to the City's insurance, including but not limited to:

a) Continually review the City's insurances and make recommendations to the City regarding all issues related to the City's insurances, including but not limited to the types of insurance needed, appropriate coverages and appropriate deductibles.

b) Market the insurance coverages on an annual basis including review of coverage forms, terms and conditions.

c) Review all insurance submittals and provide a summary to the City of all relevant information regarding each submittal including an evaluation of the limits, retentions, coverages, exclusions and pricing of all submittals. Agent of Record shall make a written recommendation to the City and detail the basis for the recommendation, including an evaluation of the limits, retentions and coverages. Agent of Record shall also evaluate the financial strength and solvency of each bidder.

d) Assist the City in negotiating coverages, policy language, services, limits, retention and price with a proposed insurer. Provide expertise in negotiations with insurers to obtain acceptable policy terms and conditions and in the preparation of manuscript forms and endorsements.

e) Assist the City to facilitate the review of all claims and to advocate for the City's interest.

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

f) Assist the City in all disputes with the City's insurance companies and to advocate for the City's interest.

g) Continually review and monitor applicable rules and laws and assure that the City's insurance programs are in compliance with all Federal, State, and Local rules. Ensure that all insurance coverage provided by the City's insurer's at all times meet or exceed the City's requested coverage. Continually monitor the financial strength and solvency of each of the City's insurance companies and advise the City of condition(s) that may adversely impact the insurance company's ability to fulfill its contractual obligations to the City.

h) Assess the cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City.

i) Advise on current trends or innovative programs that may be of interest to or benefit the City.

j) Provide such other assistance as the City may request from the Agent of Record related to the City's insurance.

2) City Insurance. The Agent of Record agrees to provide the service described in Paragraph 1 above for all of the City's Employee Benefit insurance, including insurance the City does not currently have but may elect to purchase during the term of this Agreement. The City's insurance shall at a minimum consist of the following:

(a) Employee Benefit Programs. Benefits shall include dental, vision, life, and voluntary benefit services.

3) Duration and Termination. The initial term of this Agreement shall be from 01/01/2022 date and shall expire on 12/31/2022. The City shall have the right to exercise three (3) successive one (1) year extensions on the same terms and conditions by providing the Agent of Record with written notice at least thirty (30) days before the end of the term of the City's intent to exercise the extension. In the event the City does not provide written notice of intent to exercise the extension, the Agreement shall expire. The Agreement may be terminated during the term as follows:

a. Either party shall have the right to terminate without cause upon providing the other party at least thirty (30) days advance written notice. If the Agent of Record terminates without cause, the Agent of Record shall not be entitled to any compensation from the effective date of termination. The City has the option of waiving the thirty (30) day notice and making the termination effective at an earlier date including up to the date of receipt of the notice. In the event the City terminates without cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated.

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

b. Either party shall have the right to terminate for cause upon providing the other party written notice outlining in detail the breach(s). The breaching party shall have thirty (30) days from receipt of said notice to correct the breach(s). In the event the breach(s) are not corrected within said period of time, the non-breaching party can terminate immediately upon providing the breaching party a written notice of termination. In the event the City terminates for cause, the Agent of Record shall not be entitled to receive any additional compensation after the effective date of the termination as provided in the written notice of termination. In the event the Agent of Record terminates for cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated. The only basis for the Agent of Record to terminate for cause is in the event the City fails to pay the Agent of Record compensation that is due and owing.

1. Compensation. The Agent of Record shall be paid the total sum of $ 28,500 for the services rendered for the duration of the contract.

Year One: $ 28,500 Period 01/01/2022 – 12/31/2022

Options (if elected by City)
Year Two: $ 28,500 Period 01/01/2023 – 12/31/2023
Year Three: $ 28,500 Period 01/01/2024 – 12/31/2024
Year Four: $ 28,500 Period 01/01/2025 – 12/31/2025

Total four years $ 114,000

One-half of the Annual compensation shall be paid within thirty (30) days of the City purchasing/renewing all insurance covered by this Agreement. The annual balance shall be paid in four equal quarterly installments from the effective date of this Agreement through the end of the annual period. Payment shall be made by the 15th of the first month of the quarter. Agent of Record shall be responsible for all costs it incurs in providing the City the services outlined in this Agreement. Agent of Record shall executean affidavit(s) at the request of the City attesting that the insurance premiums paid by theCity are net of any commission or other benefit paid to the Agent of Record and that the Agent of Record has not received any compensation or any other form of benefit due to the City purchasing said insurance(s) other than the compensation paid by the City.

2. Prohibited Services, Compensation and Conflicts. The Agent of Record hereby represents that the only compensation or any other form of benefit the Agent of Record received or will receive in any way related to the insurance obtained pursuant to this Agreement is the compensation set forth in Paragraph 4 above. The Agent of Record will act in the capacity as a broker, agent or agent of record for any insurance obtained or procured pursuant to this Agreement. At all times the Agent of Record shall avoid any relationship with any of the City's insurance companies that would create or give the appearance of a conflict of interest. Any questionable relationship shall be disclosed to the City and the City shall make the final determination as to whether the relationship creates a conflict of interest. In the event the City determines that a relationship creates

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a conflict of interest, the Agent of Record shall either not have the relationship with the insurance company or terminate this agreement without cause.

3. Insurance. The Agent of Record shall at a minimum provide the followinginsurance and the City shall be named as an additional named insured on each policy:

a) Commercial liability insurance in an amount of not less than $1,000,000 combined single limit, per occurrence for bodily injury and property damage.

b) Automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Agent of Record, in an amount of not less than $1,000,000 combined single limit per occurrence for bodily injury and property.

c) Workers' compensation insurance for all employees of the proposing agency as required by Florida Law to include employee liability of not less than $500,000 for each occurrence.

d) Errors and omissions liability coverage in an amount of not less than $5,000,000.

4. Governing Law, Venue, Attorney Fees and Severability. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed by laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for any litigation arising out of or in any way related to this Agreement shall be in State Court, Volusia County, Florida and the Agent of Record specifically waives any Federal Court jurisdiction. The prevailing party in any litigation arising out of or in any way to related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs, including all cost of appeal.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the services to be performed and furnished by the Agent of Record hereunder. No statement, representation, writing understanding or agreement made by either party, or any representative of either party, which is not expressed herein shall not be binding. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

6. This Agreement shall be effective on_____.

4

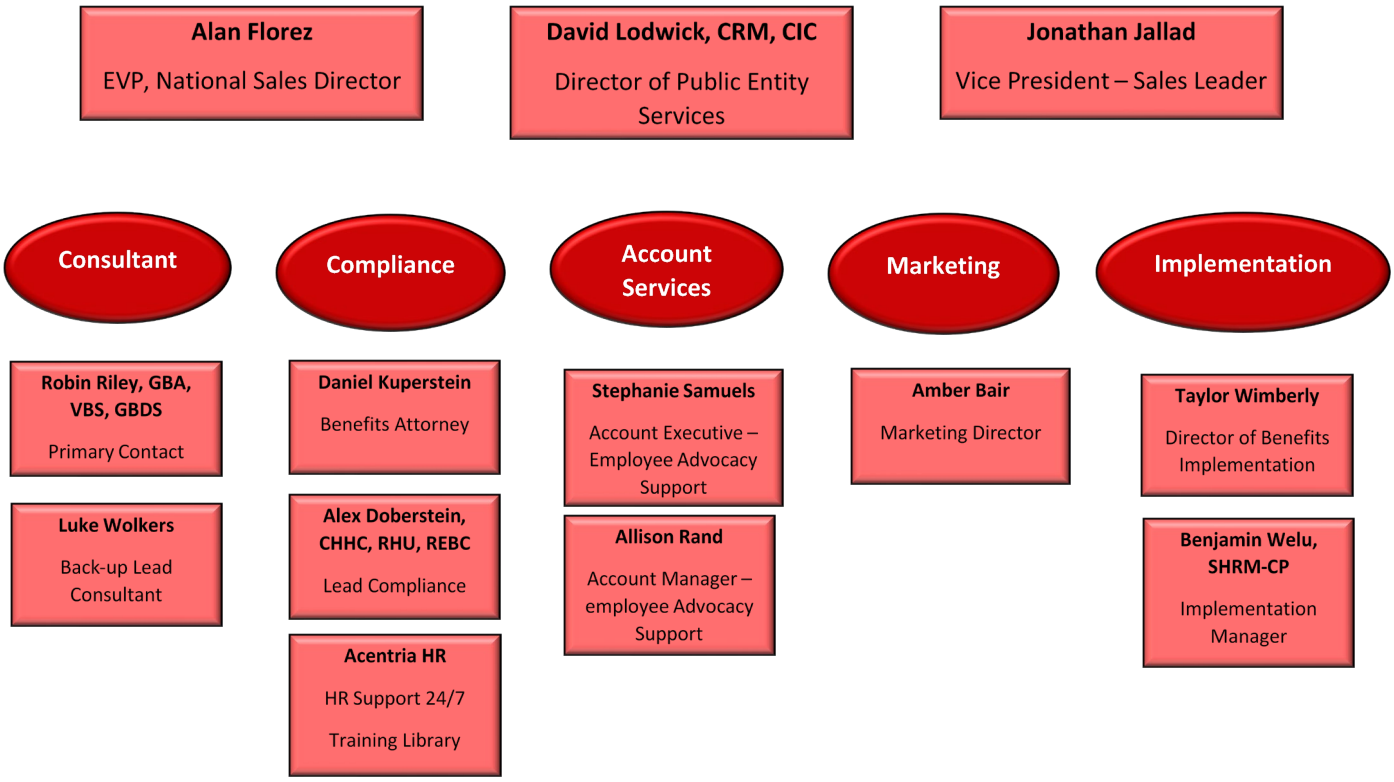
Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Section 4

Key Personnel

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Acentria Public Risk Organization Chart



Primary Contact

Robin Riley will serve as the City's primary point of contact. Robin, who specializes in working with Florida's public entity clients benefit plans for over 20 years, understands the unique needs associated with this type of organization. She will bring a strong understanding of the factors required to help the City contain cost, remain compliant and drive administrative efficiencies for your staff. With budget being paramount in all public sector organizations, Robin specializes in long term strategies to mitigate cost while minimizing the amount of change experienced by employees. She has also deployed robust wellness programs to help mitigate common cost drivers associated with public entities. Robin has been with Acentria Public Risk for three years as a Senior Vice President/Account Executive.

Business Continuity Plan

Acentria Public Risk applies a team approach that is led by Robin Riley to servicing our clients. Our Agency Management System is a common operating platform and is located on a secure cloud. Our multiple office structure allows for redundancy and continued, uninterrupted service in the event of a catastrophic event that could impact Central Florida and beyond. During the COVID-19 pandemic, our entire organization was transitioned to a virtual work setting to ensure continued support for our clients during these challenging times. While this is not permanent, we have proven our ability to transition to 100% remote in order to better serve our clients when needed. Each of our clients is supported highly specialized individuals with overlapping skillsets and redundant familiarity with each of our clients. This allows for consistent, high-level service for our clients as team members inevitably change or individuals are unavailable periodically.



Robin Riley, GBA, VBS, GBDS, Senior Vice President
Account Role: Account Lead and HR Primary Point of Contact
Robin will serve as back up to your consultants. She identifies client goals and objectives, understands service requirements, and brings the appropriate internal and external experts and resources into the discussion to complete the job. Robin attends meetings with decision makers and is available to make presentations to managers, staff, employee committees, and City Commission meetings as needed. Robin joined the Acentria Public Risk team in 2018. She is an accomplished healthcare professional, specializing in Florida's public entity health and welfare programs for the past 20 of her 23 years. She has implemented and managed ongoing benefits administration for public entity employer groups ranging up to 4,000 employees. Her wealth of knowledge and experience with self-funding, level-funding, public entity pooling programs, carrier relations, claim mitigation, plan analysis, onsite/offsite health care centers, wellness programs and expertise in compliance, make her a valuable asset to our team and our clients. Robin is an active member with SHRM and FPHRA. She has her Florida 215 Health and Life Insurance License. Years of industry experience: 23.

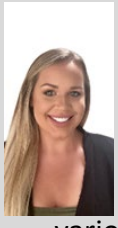


Alan Florez, Public Entity Practice Leader
Account Role: Executive Advisor
As an executive in the insurance intermediary industry for more than 12 years, Alan Florez presided over the Florida's largest retail agency division. He managed 180 employees responsible for servicing and selling commercial insurance to private and public-sector clients. During this tenure the offices he presided over and achieved the highest levels of recognition for the nation's 6th largest insurance intermediary. He has 10 years of service to governmental clients, including counties, school districts, cities, and other municipalities. Before his career in the insurance industry, Alan was the Deputy Director of Legislative Affairs and Special Assistant to the Governor. He was appointed to the University of Central Florida's Board of Trustees in 2006 by Governor Jeb Bush and subsequently by Governor Rick Scott. Years of industry experience: 12.



Luke Wolkers
Account Role: Back up Consultant
Luke specializes in consulting on the needs of an organization, assessing the demographics of their workforce, and in-turn working with our team to design the most cost effective and value-rich Employee Benefits programs to meet the needs of our clients.
Luke is the Executive Vice President, Benefits Consultant for Acentria's Destin office. He joined the Acentria team in March 2020. Luke holds a certified PPCA Professional designation and helps provide counsel on many of the intricate and ever-changing laws of the industry. Luke is past president for the National Association of Insurance & Financial Advisors (NAIFA) and has sat on many health insurance carrier advisory boards. Luke is licensed in both Life & Health and Property and Casualty insurance products. Years of industry experience: 14.

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life



Allison Rand
Account Role: Account Manager
Allison is responsible for assisting with day-to-day servicing needs and enrollment support including but not limited to claims advocacy, membership and billing, benefit education on a group and employee level, carrier communications, enrollment assistance as needed and various day to day servicing needs and requests.

Allison has a Business Administration degree from the University of South Florida and a Florida 2-15 license for health & life insurance. She began her career in the claims/coding realm before transitioning to the broker side and joining the Acentria team. Allison has been mentoring under Robin Riley in Public Risk Management since January. Years of industry experience: 5.



Taylor Wimberley
Account Role: Director of Benefits Implementation
Taylor specializes in developing effective enrollment platforms for our clients by leveraging our Benefits Administration technology to educate and implement employee benefits programs.

Taylor has his Associate in Science from Troy University. He has is 2-15 license for health & life insurance. Taylor has been part of the Acentria team since March 2020. Years of industry experience: 5.



Ben Welu, CIC, CHRS, SHRM-CP
Account Role: Implementation Manager
Ben is responsible for System Integrations, training, reporting and enrollment support. He is passionate about healthcare education and employee well-being.

Ben has is Bachelor of business Administration in Management Information Systems and Marketing. He is a Certified Insurance Counselor (CIC), Certified Healthcare Reform Specialist (CHRS), and a Human Resources Business Partner that holds a SHRM Certified Professional (SHRM-CP. Ben has been part of Acentria team since 2017. Years of industry experience: 10.

Section 5

Premiums

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Acentria Marketing Summary

City of Port Orange
Market Summary for the City of Holly Hill
January 1, 2022 – December 31, 2022

Medical	
Florida Healthcare Plans	Current Carrier
Aetna	Declined to quote due to uncompetitive rates
Centivo	DTQ - Not enough time to quote self-funded plan
Cigna	DTQ - due to uncompetitive rates
Florida Blue	DTQ - due to uncompetitive rates
Florida Municipal Insurance Trust	DTQ - due to uncompetitive rates
Humana	See Enclosed Proposal
United HealthCare	See Enclosed Proposal

Ancillaries	**Dental**	**Vision**	**Firefighter Cancer**	**Life**
MetLife	Current Carrier	See attached letter	N/A	DTQ
EyeMed	N/A	Current Carrier	N/A	N/A
Chubb	N/A	N/A	Current Carrier	N/A
USAble	N/A	N/A	N/A	Current Carrier
Lincoln Financial Group	DTQ	DTQ	DTQ	DTQ
Guardian	See attached proposal	See attached proposal	N/A	DTQ
Standard	DTQ	DTQ	DTQ	DTQ
Ochs	N/A	N/A	N/A	DTQ
Mutual of Omaha	N/A	N/A	N/A	DTQ
Solstice	See attached proposal	N/A	N/A	N/A
Symetra	N/A	N/A	N/A	DTQ

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

United HealthCare Proposal Option 1

	Current Plan		Using UHC National Network for Option 3	
	Medical		Medical	
	Current Plan	Current Plan	Option 4	Option 5
Carrier	Florida HealthCare Plans	Florida HealthCare Plans	UnitedHealthCare	UnitedHealthCare
Plan Name	T32	HDHP POS (HSA) T95	BXJR-M Copay Only	BXNQ - HSA
Network	FHCP	FHCP	NHP	NHP
Plan Type	HMO	POS/ HSA	HMO	PPO
City of Holly Hill				
Individual Deductible	$0	$1,400	$0	$1,400
Family Deductible	$0	$2,800	$0	$2,800
Coinsurance %	0%	20%	15%	20%
Individual Out of Pocket Maximum	$2,500	$3,000	$2,500	$3,000
Family Out of Pocket Maximum	$5,000	$6,000	$5,000	$6,000
Adult and Child Wellness Exams	100% Covered	100% Covered	100% Covered	100% Covered
Primary Care Office Visit	$20	Deductible + 20%	$20	Deductible + 20%
Specialist Office Visit	$35	Deductible + 20%	$35	Deductible + 20%
Virtual/Phone Visit - Doctor on Demand	MD $10 / Psychologist $30	MD $40 / Psychologist $50	MD $10 / Psychologist $30	MD $40 / Psychologist $50
Referral Required?	No	NO	No	NO
Urgent Care	$75	Deductible + 20%	$75	Deductible + 20%
Emergency Room	$200	Deductible + 20%	$200	Deductible + 20%
Diagnostic (X-ray, blood work)	No charge	Deductible + 20%	covered 100%	Deductible + 20%
Major Diagnostic Independent Test Center (MRI, CT, PET)	$25 Copay / Test	Deductible + 20%	$25	Deductible + 20%
Outpatient Surgery	$200 ASC / $400 Hospital Facility	Deductible + 20%	$200 ASC / $400 Hospital Facility	Deductible + 20%
Physician Fee	No Charge	Deductible + 20%	No Charge	Deductible + 20%
Hospitalization	$250/day (5 day max)	Deductible + 20%	$250/day (5 day max)	Deductible + 20%
Physician/Surgeon Fees	No Charge	Deductible + 20%	No Charge	Deductible + 20%
Prescription Deductible	$0	*after Medical Deductible	$0	*after Medical Deductible
Generic Prescriptions	$3/$10/$15 Wal-Greens	$3/$10/$15 Wal-Greens	$10	*$10
Preferred Brand	$30 / $35 Wal-Greens	$30 / $35 Wal-Greens	$35	*$35
Non-Preferred Brand	$55 / $60 Wal-Greens	$55 / $60 Wal-Greens	$70	*$70
Preferred Specialty Medications	15% Coinsurance / N/A	15% Coinsurance* / N/A	**Specialty medications are covered as a copay depending on which tier the medications falls under. See our PDL listing .**	
Non Preferred Specialty	25% Coinsurance / N/A	25% Coinsurance* / N/A		
Mail Order (90 Day Supply)	$6 / $27 / $87 / $162	$6* / $27* / $87* / $162*	$25 / $87.50 / $175	$25*/ $87.50* / $175*
Out of Network (OON)	Not Covered		Not Covered	
OON Deductibles Individual/Family	N/A	$2,800 Individual / $5,600 Fam	N/A	$2,800 Individual / $5,600 Fam
OON Coinsurance %	N/A	40%	N/A	40%
OON Out of Pocket Maximums Family/Individual	N/A	$6,000 Individual / $12,000 Fam	N/A	$6,000 Individual / $12,000 Fam
Employee Only	$790.95	$554.69	$626.85	$604.82
Employee and Spouse	$1,352.53	$948.52	$1,516.98	$1,463.66
Employee and Children	$1,352.53	$948.52	$1,132.10	$1,092.32
Family	$1,661.00	$1,164.85	$2,088.36	$2,014.97
Total Monthly Premium	$20,596	$59,025	$19,647	$72,809
Total Annual Premium	$247,156	$708,295	$235,769	$873,707
Combined Annual Total	**$955,451**		$1,109,475	

Rate increase of 16%

UHC Wellness

Rally: Online Digital Health and Wellness Platform — **See pages 40 -41**

Simply Engaged: Comprehensive Wellness Incentive Program. Employees/Spouses can earn up to $200 — **See pages 42-43**

Real Appeal: Scientifically proven Weight Loss Solution — **See pages 44-45**

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

United HealthCare Proposal Option 2

Using UHC NHP Network for both Plans (No out of network)

	Medical		Medical	
	Current Plan	Current Plan	Option 4	Option 3
Carrier	Florida HealthCare Plans	Florida HealthCare Plans	UnitedHealthCare	UnitedHealthCare
Plan Name	T32	HDHP POS (HSA) T95	BXJR-M Copay Only	BXNQ - HSA
Network	FHCP	FHCP	NHP	NHP
Plan Type	HMO	POS/ HSA	HMO	PPO
City of Holly Hill				
Individual Deductible	$0	$1,400	$0	$1,400
Family Deductible	$0	$2,800	$0	$2,800
Coinsurance %	0%	20%	15%	20%
Individual Out of Pocket Maximum	$2,500	$3,000	$2,500	$3,000
Family Out of Pocket Maximum	$5,000	$6,000	$5,000	$6,000
Adult and Child Wellness Exams	100% Covered	100% Covered	100% Covered	100% Covered
Primary Care Office Visit	$20	Deductible + 20%	$20	Deductible + 20%
Specialist Office Visit	$35	Deductible + 20%	$35	Deductible + 20%
Virtual/Phone Visit - Doctor on Demand	MD $10 / Psychologist $30	MD $40 / Psychologist $50	MD $10 / Psychologist $30	MD $40 / Psychologist $50
Referral Required?	No	NO	No	NO
Urgent Care	$75	Deductible + 20%	$75	Deductible + 20%
Emergency Room	$200	Deductible + 20%	$200	Deductible + 20%
Diagnostic (X-ray, blood work)	No charge	Deductible + 20%	covered 100%	Deductible + 20%
Major Diagnostic Independent Test Center (MRI, CT, PET)	$25 Copay / Test	Deductible + 20%	$25	Deductible + 20%
Outpatient Surgery	$200 ASC / $400 Hospital Facility	Deductible + 20%	$200 ASC / $400 Hospital Facility	Deductible + 20%
Physician Fee	No Charge	Deductible + 20%	No Charge	Deductible + 20%
Hospitalization	$250/day (5 day max)	Deductible + 20%	$250/day (5 day max)	Deductible + 20%
Physician/Surgeon Fees	No Charge	Deductible + 20%	No Charge	Deductible + 20%
Prescription Deductible	$0	*after Medical Deductible	$0	*after Medical Deductible
Generic Prescriptions	$3/$10/$15 Wal-Greens	$3/$10/$15 Wal-Greens	$10	*$10
Preferred Brand	$30 / $35 Wal-Greens	$30 / $35 Wal-Greens	$35	*$10
Non Preferred Brand	$55 / $60 Wal-Greens	$55 / $60 Wal-Greens	$70	*$35
Preferred Specialty Medications	15% Coinsurance / N/A	15% Coinsurance* / N/A	**Specialty medications are covered as a copay depending on which tier the medications falls under. See our PDL listing .**	
Non Preferred Specialty	25% Coinsurance / N/A	25% Coinsurance* / N/A		
Mail Order (90 Day Supply)	$6 / $27 / $87 / $162	$6* / $27* / $87* / $162*	$25 / $87.50 / $175	$25*/ $87.50* / $175*
Out of Network (OON)	Not Covered		Not Covered	Not Covered
OON Deductibles Individual/Family	N/A	$2,800 Individual / $5,600 Fam	N/A	N/A
OON Coinsurance %	N/A	40%	N/A	N/A
OON Out of Pocket Maximums Family/Individual	N/A	$6,000 Individual / $12,000 Fam	N/A	N/A
Employee Only	$790.95	$554.69	$626.85	$500.04
Employee and Spouse	$1,352.53	$948.52	$1,516.98	$1,210.10
Employee and Children	$1,352.53	$948.52	$1,132.10	$903.08
Family	$1,661.00	$1,164.85	$2,088.36	$1,665.89
Total Monthly Premium	$20,596	$59,025	$19,647	$60,195
Total Annual Premium	$247,156	$708,295	$235,769	$722,345
Combined Annual Total	**$955,451**		**$958,113**	

UHC Wellness

Rally: Online Digital Health and Wellness Platform — **See pages 40 -41**

Simply Engaged: Comprehensive Wellness Incentive Program. Employees/Spouses can earn up to $200 — **See pages 42-43**

Real Appeal: Scientifically proven Weight Loss Solution — **See pages 44-45**

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

United HealthCare additional Information regarding second year renewal 1/1/2023 if selected.

City of Holly Hill
1/1/23 United HealthCare Renewal Guarantee

The 1/1/23 renewal rate maximum* of 12.9% will apply assuming the following conditions:

*Rate Increase Caveats:

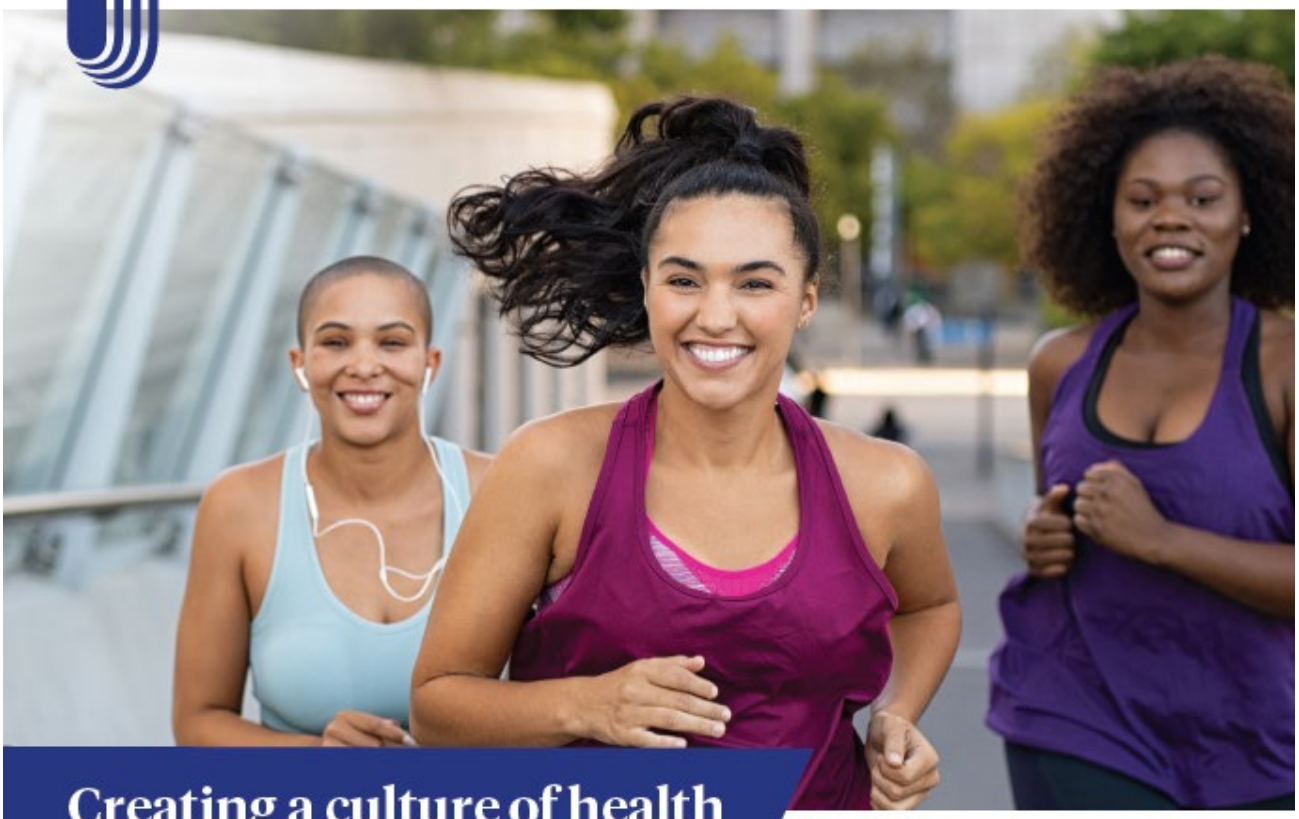
1) Renewal will be delivered no sooner than 8/31/22.
2) If enrollment drops below 102 subscribers (-10%), guarantee may be reevaluated.
3) If enrollment increases to more than 124 subscribers (+10%), guarantee may be reevaluated.
4) Irrespective of any guarantees granted, United HealthCare may change terms at any time if, in its opinion, United HealthCare's liability is altered due to a change in state or federal law, or because of a revision or change to benefits requested by City of Holly Hill.
5) Rate guarantees do not include any change in service fees (0.00% on a net premium basis is assumed).
6) Rate guarantees do not include any change in commission level (0.00% is assumed).
7) Rate guarantee assumes the following for state premium tax, PPACA insurer fee, PPACA reinsurer fee, and PCORI fee: 0.76% total.
8) Rate increase may be adjusted for prospective changes to state premium tax, PPACA insurer fee, PPACA reinsurer fee, and PCORI fee.
9) Rate guarantees do not include any mandatory changes in benefits as required by PPACA. PPACA benefit changes will be added in addition to the guarantee above.
10) Situs state must be Florida.
11) If sold rates include uBundle or any other bundling discount, guaranteed renewal increase is inclusive of the same uBundle or any other bundling discount. If additional lines of coverage are added or removed at renewal, the guaranteed increase may be adjusted accordingly.
12) Guaranteed renewal increase is on composite basis. Increases may vary on a plan by plan basis.
13) Guaranteed renewal increase is based on current plan designs. Actual increase will be based on renewal plan designs and may differ from guaranteed increase.
14) Rate guarantee is not valid if any other guarantee program is sold.
15) Guarantee is null and void if upon renewal City of Holly Hill is subject to ACR pricing.

United HealthCare Wellness

- **Rally: Online Digital Health and Wellness Platform** — **See pages 40 -41**
- **Simply Engaged: Comprehensive Wellness Incentive Program. Employees/Spouses can earn up to $200** — **See pages 42-43**
- **Real Appeal: Scientifically proven Weight Loss Solution** — **See pages 44-45**

Click below:
http://link.brightcove.com/services/player/bcpid2418580169001?bckey=AQ~~,AAACMx8OUqE~,5FVWhRSpn5YSwYOY6oPwvIwSUZxtnBqf&bctid=4518261235001

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life



Creating a culture of health

Discover an integrated digital health experience designed to help increase engagement and achieve results.

Rally® Health & Wellness leverages technology to engage employees in managing their health by providing the tools to help them get healthier. It can bridge the gap between a person's desire to get healthy and having the tools to help them do it.



It all starts with the Health Survey

Employees start by answering a few questions in order to receive a health profile with potential risk factors and areas for improvement.

The survey helps them set health and wellness goals and provides specific recommendations for ways to live healthier. Employees choose the activities and programs they want to complete and track their progress along the way.

continued

United Healthcare

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Driving engagement through Missions and Challenges

Based on the employee's Health Survey responses, Rally Health & Wellness recommends a variety of Missions—simple health actions—to help form healthier habits.

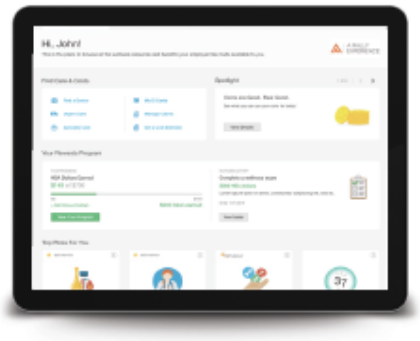
In addition, Rally Health & Wellness provides access to Challenges. Employees can compete against others in online Challenges or join one of the 30+ Communities to share their accomplishments and receive support from others with similar health goals.

Earning Rally Coins and rewards

Just about everything employees do on Rally Health & Wellness earns them Rally Coins, which they can redeem for:

- Sweepstakes entries
- Discounts on products
- Donations to charitable organizations

As an employer, you can also choose to reward specific actions (such as completing the Health Survey or getting a flu shot) by offering incentives.





Tracking progress on the go

Employees can download the Rally app from the App Store® or Google Play™ for use on their mobile device anytime, anywhere. The app is also compatible with most wearable devices.

Motivation in action

95%
of users complete the Health Survey[1]

15M
Missions completed[2]

64%
of users have joined a Challenge[3]

4.5-star
app rating on iOS® and Android™[4]

Learn more Contact your UnitedHealthcare representative

United Healthcare

[1] Rally Daily Summary Report, July 1, 2014 – Dec. 2, 2019.
[2] Rally Mission Aggregate Overview Report, July 1, 2014 – Aug. 1, 2019.
[3] Challenges Overview Report, as of Sept. 3, 2019, covering challenge end dates from Jan. 1, 2018 – Jan. 1, 2020.
[4] 4.6 on Android as of Sept. 16, 2019.

Rally Health provides health and well-being information and support as part of your health plan. It does not provide medical advice or other health services, and is not a substitute for your doctor's care. If you have specific health care needs, consult an appropriate health care professional. Participation in the Health Survey is voluntary. Your responses will be kept confidential in accordance with the law and will only be used to provide health and wellness recommendations or conduct other plan activities.

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Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services, Inc. or their affiliates.
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Here's how SimplyEngaged works

Through Rally®, you can access the SimplyEngaged® health and wellness activities available to you. For each Health Action you complete, you'll earn Rally Coins,** which you can redeem for rewards. Plus, you can earn financial incentives. Rally's digital experience gives you one place to track your activities and rewards.

To get started, go to **myuhc.com® > Health Resources > Rally**

Health Actions	Reward
Complete the Health Survey and watch the video The Health Survey takes about 15 minutes and upon completion, you'll receive personalized suggestions to help you set health goals. Pair this with a short Health Actions video to see your opportunities to earn rewards.	$25+ Rally Coins
Complete a Virtual Visit Virtual Visits may be a convenient option when you need care. You can talk to a doctor—24/7—by phone or video for conditions like the flu, allergies, rashes, migraines and many more.	$25+ Rally Coins

*Earnings are per person and include covered spouse or domestic partner.

**Rally Coins can be earned under Rally Health. A reward can only be earned once per incentive year per health action, with the exception of the Fitness Action, up to the maximum incentive amount. Rally Coins may be used to enter sweepstakes for additional rewards.

continued

United Healthcare

Health Actions	Reward
Complete a coaching program The results of your Health Survey will provide recommendations for coaching programs that may help improve your health and wellness. These programs are available at no additional cost as part of your health plan benefits. Complete one of the following programs to earn more rewards: **Wellness Coaching** provides access to expert coaches and digital tools to help you reach your health goals. It's all about getting and staying healthy—your way—anytime. Choose from a variety of programs designed to help your sleep better, eat smarter and get fit. **Real Appeal®** may help you start living a healthier life with online weight loss tools designed to help you achieve lifelong results, one small step at a time. Real Appeal provides the support to help you lose weight through online coaching, a Success Kit delivered to your door and a community of members to keep you motivated. **Quit For Life®** has helped 4 million enrollees quit smoking or using tobacco.† It provides the tools, 1-on-1 support and a personalized plan to help you quit your way.	$100+ Rally Coins
Complete a biometric screening A biometric health screening may help you and your doctor make more informed decisions about your health. **Get screened for:** • Total cholesterol • Blood pressure • Blood sugar (glucose) • Body mass index (BMI) **You have 4 options to participate in the biometric health screening:** 1 Employer on-site event, if available. 2 Doctor's office or convenience care clinic. (Provider Results form must be completed.) 3 Quest Diagnostics® Patient Service Center. 4 At-Home Test Kits.*	$75+ Rally Coins
Complete a Gym Check-In Check in to a participating fitness center at least 12 days per month on the Rally Health app. Select from a network of leading fitness centers, where you'll find boxing, climbing, cycling, yoga, Pilates, traditional gyms and more.	$20/mo.+ Rally Coins

myuhc.com > Health Resources > Rally

United Healthcare

*At-Home Test Kits are not currently available in the state of New York.

† Quit For Life Employer Book of Business Survey results, cumulative from 2006 to 2018.

Virtual Visits phone and video chat with a doctor are not an insurance product, health care provider or a health plan. Unless otherwise required, benefits are available only when services are delivered through a Designated Virtual Network Provider. Virtual Visits are not intended to address emergency or life-threatening medical conditions and should not be used in those circumstances. Services may not be available at all times, or in all locations, or for all members. Check your benefit plan to determine if these services are available.

Real Appeal is a voluntary weight loss program that is offered to eligible participants as part of their benefit plan. The information provided under this program is for general informational purposes only and is not intended to be nor should be construed as medical and/or nutritional advice. Participants should consult an appropriate health care professional to determine what may be right for them. Any items/tools that are provided may be taxable and participants should consult an appropriate tax professional to determine any tax obligations they may have from receiving items/tools under the program.

UnitedHealthcare understands the importance of protecting your privacy. We care about the relationship we have with you. Our business practices are in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and other applicable privacy and security requirements.

The Quit For Life Program provides information regarding tobacco cessation methods and related well-being support. Any health information provided by you is kept confidential in accordance with the law. The Quit For Life Program does not provide clinical treatment or medical services and should not be considered a substitute for your doctor's care. Please discuss with your doctor how the information provided is right for you. Participation in this program is voluntary. If you have specific health care needs or questions, consult an appropriate health care professional. This service should not be used for emergency or urgent care needs. In an emergency, call 911 or go to the nearest emergency room.

Quest Diagnostics is a registered trademark of Quest Diagnostics.

Rally Health provides health and well-being information and support as part of your health plan. It does not provide medical advice or other health services, and is not a substitute for your doctor's care. If you have specific health care needs, consult an appropriate health care professional. Participation in the Health Survey is voluntary. Your responses will be kept confidential in accordance with the law and will only be used to provide health and wellness recommendations or conduct other plan activities.

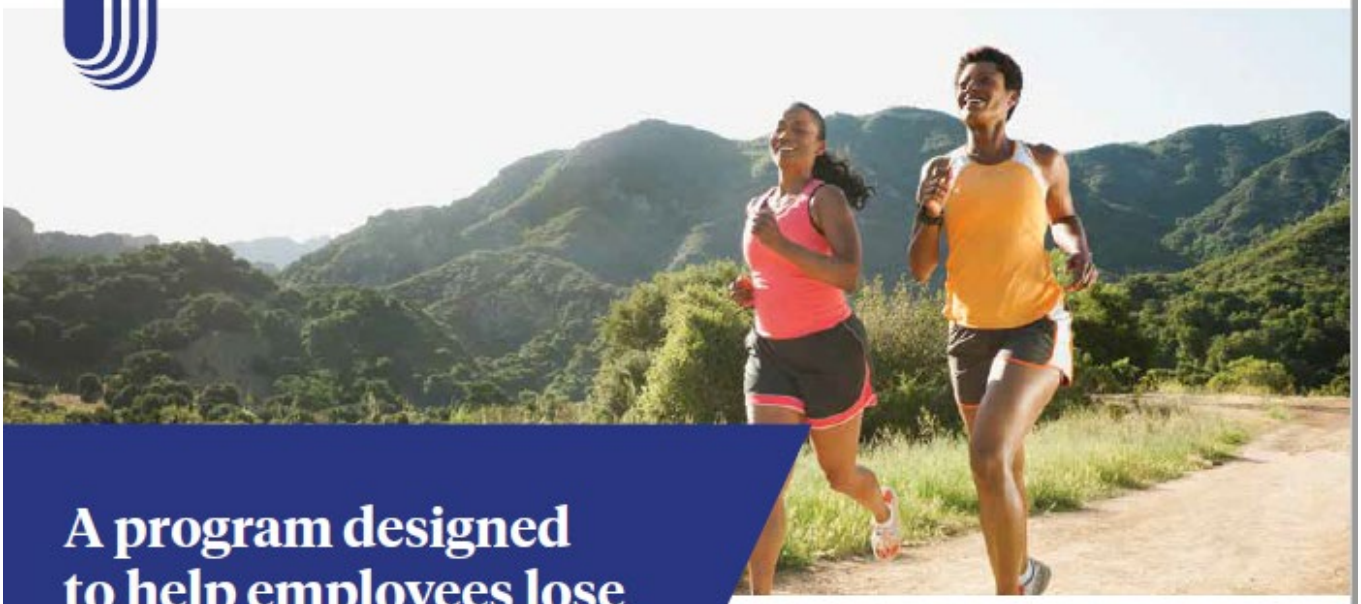
SimplyEngaged® is a voluntary program. The information provided under this program is for general informational purposes only and is not intended to be nor should be construed as medical advice. You should consult with an appropriate health care professional to determine what may be right for you. Rewards may be taxable. You should consult with an appropriate tax professional to determine if you have any tax obligations from receiving rewards under this program. If you are unable to meet a standard related to a health factor to obtain a reward under this program, you might qualify for an opportunity to earn the same reward by different means. Contact us at 1-855-215-0230 and we will work with you (and, if necessary, your doctor) to find another way for you to earn the same reward.

Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services, Inc. or their affiliates.

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Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Health Management | Real Appeal



A program designed to help employees lose weight and keep it off

More than 7 out of 10 adults are considered overweight or obese.[1] Health care costs directly related to excess pounds are estimated at $480 billion per year and continue to rise.[2] Real Appeal® is working to help reverse this trend, with resources and support to help employees lose weight and prevent weight-related health conditions. **Real Appeal is provided at no additional cost to eligible employees as part of their medical benefit plan.**

Support to help achieve and maintain weight loss

Real Appeal may help motivate employees to improve their health and reduce their risk of developing costly chronic conditions such as heart disease and diabetes. The program combines clinically proven science with content that teaches employees how to eat healthier and be active—without turning their lives upside down—to help them achieve and maintain their weight-loss goals.

- ✔ **Entertaining and aspirational messaging**
- ✔ **A Success Kit**
- ✔ **Online classes**
- ✔ **Digital support and tracking**
- ✔ **Health Coach**

continued

Real Appeal yields real success

720K+
enrolled participants[3]

56%
of at-risk participants lost weight[3]

36%
lost 5% or more in body weight[3]

2:1 ROI
over 3 years[4]

United Healthcare

Real Appeal includes:

A Success Kit

After attending their first group coaching session, employees receive a Success Kit with tools to help them kick-start their weight loss. The kit includes:

- Nutrition guide with recipes
- Portion plate
- Electronic food scale
- Digital weight scale
- Blender
- Fitness guide
- 12 fitness DVDs
- Resistance bands



A personal Health Coach

Coaches guide employees through the program step by step, customizing it to help fit their needs, personal preferences, goals and medical history.

24/7 online support and mobile app

Real Appeal is designed to help employees stay accountable to their goals with:

- Customizable food, activity, weight and goal trackers
- Unlimited access to digital content
- Success group support, which lets employees chat with others in the program
- An online program to help employees learn new ways for a healthier lifestyle

Learn more

Contact your UnitedHealthcare representative

United Healthcare

[1] Centers for Disease Control and Prevention. Obesity and Overweight. cdc.gov/nchs/fastats/obesity-overweight.htm. Page last reviewed March 1, 2021.

[2] The Milken Institute. America's Obesity Crisis: The Health and Economic Costs of Excess Weight. milkeninstitute.org/reports/americas-obesity-crisis-health-and-economic-costs-excess-weight. Published Sept. 20, 2020.

[3] UnitedHealthcare book of business; results through December 2020. Cohort represents participants at risk, in program 26+ weeks, attending 9+ ILs (N > 50,000).

[4] Horstman, et al. "Return on Investment: Medical Savings of an Employer-Sponsored Digital Intensive Lifestyle Intervention, Weight Loss." Obesity; 2021. Based on Real Appeal financial model. ROI pertains to members who enrolled and attended 1+ sessions in the Real Appeal program from July 2015 to June 2016. Results may vary by population.

Real Appeal is a voluntary weight loss program that is offered to eligible members at no additional cost as part of their benefit plan. The information provided under this program is for general informational purposes only and is not intended to be nor should be construed as medical and/or nutritional advice. Participants should consult an appropriate health care professional to determine what may be right for them. Results, if any, may vary. Any items/tools that are provided may be taxable and participants should consult an appropriate tax professional to determine any tax obligations they may have from receiving items/tools under the program.

All trademarks are the property of their respective owners.

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Humana Proposal 1

	Current Plan			
	Medical		Medical	
	Current Plan	Current Plan	Option 4	Option 2
Carrier	Florida HealthCare Plans	Florida HealthCare Plans	Humana	Humana
Plan Name	T32	HDHP POS (HSA) T95	HMO Copay 80 1000/2000	HDHP 8050 1500/3000
Network	FHCP	FHCP	HMO FL	POS FL
Plan Type	HMO	POS/ HSA	HMO	POS
City of Holly Hill				
Individual Deductible	$0	$1,400	$250	$1,500
Family Deductible	$0	$2,800	$500	$3,000
Coinsurance %	0%	20%	20%	20%
Individual Out of Pocket Maximum	$2,500	$3,000	$2,000	$3,000
Family Out of Pocket Maximum	$5,000	$6,000	$4,000	$6,000
Adult and Child Wellness Exams	100% Covered	100% Covered	100% Covered	100% Covered
Primary Care Office Visit	$20	Deductible + 20%	$20 Copay	Deductible + 20%
Specialist Office Visit	$35	Deductible + 20%	$35 Copay	Deductible + 20%
Virtual/Phone Visit - Doctor on Demand	MD $10 / Psychologist $30	MD $40 / Psychologist $50	$20 Copay	Deductible + 20%
Referral Required?	No	NO	No	No
Urgent Care	$75	Deductible + 20%	$75 Copay	Deductible + 20%
Emergency Room	$200	Deductible + 20%	$150 Copay	Deductible + 20%
Diagnostic (X-ray, blood work)	No charge	Deductible + 20%	No Charge	Deductible + 20%
Major Diagnostic Independent Test Center	$25 Copay / Test	Deductible + 20%	$300 Copay	Deductible + 20%
Outpatient Surgery	$200 ASC / $400 Hospital Facility	Deductible + 20%	Deductible + 20%	Deductible + 20%
Physician Fee	No Charge	Deductible + 20%	Deductible + 20%	Deductible + 20%
Hospitalization	$250/day (5 day max)	Deductible + 20%	Deductible + 20%	Deductible + 20%
Physician/Surgeon Fees	No Charge	Deductible + 20%	Deductible + 20%	Deductible + 20%
Prescription Deductible	$0	*after Medical Deductible	$0	*after Medical Deductible
Generic Prescriptions	$3/$10/$15 Wal-Greens	$3/$10/$15 Wal-Greens	$10	$10
Preferred Brand	$30 / $35 Wal-Greens	$30 / $35 Wal-Greens	$30	$30
Non-Preferred Brand	$55 / $60 Wal-Greens	$55 / $60 Wal-Greens	$50	$50
Preferred Specialty Medications	15% Coinsurance / N/A	15% Coinsurance* / N/A	25% Coinsurance	*25% Coinsurance
Non Preferred Specialty	25% Coinsurance / N/A	25% Coinsurance* / N/A	25% Coinsurance	*25% Coinsurance
Mail Order (90 Day Supply)	$6 / $27 / $87 / $162	$6* / $27* / $87* / $162*	$25 / $75 / $125 / 25%	$25 / $75 / $125 / 25%
Out of Network (OON)	Not Covered		Not Covered	
OON Deductibles Individual/Family	N/A	$2,800 Individual / $5,600 Fam	N/A	$4,500 Individual/$9,000 Fam.
OON Coinsurance %	N/A	40%	N/A	50%
OON Out of Pocket Maximums	N/A	$6,000 Individual / $12,000 Fam	N/A	$9,000 Individual/$18,000 Fam.
Employee Only	$790.95	$554.69	$551.08	$488.48
Employee and Spouse	$1,352.53	$948.52	$1,102.16	$976.97
Employee and Children	$1,352.53	$948.52	$1,047.05	$928.12
Family	$1,661.00	$1,164.85	$1,763.45	$1,563.15
Total Monthly Premium	$20,596	$59,025	$16,202	$56,664
Total Annual Premium	$247,156	$708,295	$194,421	$679,966
Combined Annual Total	**$955,451**		**$874,387**	
			Rate Decrease of 9.2%	

Humana is offering **affordable, comprehensive benefits** that will assist the City in offering the best benefits available to their employees. Our local team will be able to provide on-site as well as virtual support during open enrollment. Humana has the technology and the resources to support the City in a virtual open enrollment, including Brainshark if we are selected as a vendor.

- Bundle package for the City includes Humana's medical, dental and vision, that will reduce the proposed medical rates by 2%. **Saving an additional $17,487.**

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Humana Proposal 2

	Current Plan			
	Medical		Medical	
	Current Plan	Current Plan	Option 3	Option 1
Carrier	Florida HealthCare Plans	Florida HealthCare Plans	Humana	Humana
Plan Name	T32	HDHP POS (HSA) T95	HMO Copay 80 1000/2000	HDHP 8050 2500/5000
Network	FHCP	FHCP	HMO FL	POS FL
Plan Type	HMO	POS/ HSA	HMO	POS
City of Holly Hill				
Individual Deductible	$0	$1,400	$1,000	$2,500
Family Deductible	$0	$2,800	$2,000	$5,000
Coinsurance %	0%	20%	20%	20%
Individual Out of Pocket Maximum	$2,500	$3,000	$4,000	$3,400
Family Out of Pocket Maximum	$5,000	$6,000	$8,000	$6,800
Adult and Child Wellness Exams	100% Covered	100% Covered	100% Covered	100% Covered
Primary Care Office Visit	$20	Deductible + 20%	$25 Copay	Deductible + 20%
Specialist Office Visit	$35	Deductible + 20%	$50 Copay	Deductible + 20%
Virtual/Phone Visit - Doctor on Demand	MD $10 / Psychologist $30	MD $40 / Psychologist $50	$25 Copay	Deductible + 20%
Referral Required?	No	NO	No	No
Urgent Care	$75	Deductible + 20%	$75 Copay	Deductible + 20%
Emergency Room	$200	Deductible + 20%	$250 Copay	Deductible + 20%
Diagnostic (X-ray, blood work)	No charge	Deductible + 20%	No Charge	Deductible + 20%
Major Diagnostic Independent Test Center (MRI, CT, PET)	$25 Copay / Test	Deductible + 20%	$300 Copay	Deductible + 20%
Outpatient Surgery	$200 ASC / $400 Hospital Facility	Deductible + 20%	Deductible + 20%	Deductible + 20%
Physician Fee	No Charge	Deductible + 20%	Deductible + 20%	Deductible + 20%
Hospitalization	$250/day (5 day max)	Deductible + 20%	Deductible + 20%	Deductible + 20%
Physician/Surgeon Fees	No Charge	Deductible + 20%	Deductible + 20%	Deductible + 20%
Prescription Deductible	$0	*after Medical Deductible	$0	*after Medical Deductible
Generic Prescriptions	$3/$10/$15 Wal-Greens	$3/$10/$15 Wal-Greens	$10	*$10
Preferred Brand	$30 / $35 Wal-Greens	$30 / $35 Wal-Greens	$35	*$35
Non-Preferred Brand	$55 / $60 Wal-Greens	$55 / $60 Wal-Greens	$55	*$70
Preferred Specialty Medications	15% Coinsurance / N/A	15% Coinsurance* / N/A	25% Coinsurance	*25% Coinsurance
Non Preferred Specialty	25% Coinsurance / N/A	25% Coinsurance* / N/A	25% Coinsurance	*25% Coinsurance
Mail Order (90 Day Supply)	$6 / $27 / $87 / $162	$6* / $27* / $87* / $162*	$25 / $87.50 / $137.50/$25%	*$25 / *$87.50 / *$137.50/*$25%
Out of Network (OON)	Not Covered		Not Covered	
OON Deductibles Individual/Family	N/A	$2,800 Individual / $5,600 Fam	N/A	$7,500 Individual/$15,000 Fam.
OON Coinsurance %	N/A	40%	N/A	50%
OON Out of Pocket Maximums Family/Individual	N/A	$6,000 Individual / $12,000 Fam	N/A	$10,200 Individual/$20,400 Fam.
Employee Only	$790.95	$554.69	$610.07	$488.48
Employee and Spouse	$1,352.53	$948.52	$1,220.14	$976.97
Employee and Children	$1,352.53	$948.52	$1,159.13	$928.12
Family	$1,661.00	$1,164.85	$1,952.22	$1,563.15
Total Monthly Premium	$20,596	$59,025	$17,936	$56,664
Total Annual Premium	$247,156	$708,295	$215,233	$679,966
Combined Annual Total	**$955,451**		$895,199	
			Rate Decrease of 6.7%	

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Humana Wellness – Go 365



How does the Humana Wellness Premium Discount work?

- Available to fully insured businesses with 100 or more employees
- Discount achieved when 10 percent of employees reach Silver Status or higher
- The more employees participate, the higher your discount — up to 8 percent in a single plan year

For example: If you have...



35% Silver + 10% Gold + 5% Platinum = **50% total**

Total % of Silver or higher	Discount for Silver or higher
10 – 19.9%	1%
20 – 39.9%	2%
40%+	**4%**

10% Gold + 5% Platinum = **15% total**

Total % of Gold or higher	BONUS Discount for Gold or higher
10 – 19.9%	**1%**
20 – 39.9%	2%
40%+	4%

Your total wellness discount **5%***

How can I get a discount? It's easy. It's already part of your plan. All you have to do is encourage employees to take advantage of Go365 and increase their wellness participation. Your discount will automatically be applied upon renewal.

What next? Reach out to your Humana representative to learn more about building a culture of health. You can also visit **Engagement.Humana.com** to learn ways to encourage Go365 employee participation.

Humana.

Maximum cumulative discount is 10 percent over a lifetime of continuous Humana group medical coverage.

*A review will be conducted on the first day of the ninth month of insurance coverage to determine discount for the following year. In Louisiana, a review will be conducted on the first day of the eighth month of insurance coverage to determine discount for the following year.

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Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Terms and Conditions:

Humana offers annual premium discounts to fully insured (FI) medical groups with 100 or more eligible employees. The Wellness Premium Discount is based upon engaged status, as determined by the wellness rewards program offered in conjunction with the group's Humana medical coverage ("Wellness Rewards Program").

To be eligible for the Wellness Premium Discount, the group must renew its Humana medical coverage and have 100 or more eligible employees at all times during the year that is immediately prior to renewal.

The Wellness Premium Discount will be included in Humana's standard actuarial formula, which is used to develop the group's renewal premium.

The Wellness Premium Discount may not be combined with any discount program, such as Humana Total Health. Wellness engagement percentages achieved under a Total Health Participation Agreement are ineligible for use in calculating the Wellness Premium Discount.

A minimum of 10 percent of the active covered employees and active covered retirees (excluding those employees covered under COBRA) must attain a Wellness Rewards Program engaged status by the first day of the ninth month* of the year immediately prior to renewal in order for the group to earn a premium discount.

The Wellness Premium Discount applies at the group level so that the same discount will apply to all medical coverages offered by the group.

The cumulative premium discount for any group can grow to a maximum of 10 percent over the lifetime of maintaining active, uninterrupted Humana group medical coverage, and progress toward the maximum will be determined at time of renewal by Humana.

The Wellness Premium Discount will be applied based on the number of active covered employees and active covered retirees (excluding those employees covered under COBRA) who reach a Wellness Rewards Program engaged status on the first day of the ninth month* of the year immediately prior to renewal.

The Wellness Premium Discount is only available while the Wellness Rewards Program is offered and both are subject to modification, replacement or termination at any time.

For groups that request a renewal prior to the first day of the ninth month, the Wellness Premium Discount will be applied based on Engaged Subscribers as of the date the renewal is issued by Humana and no additional Wellness Premium Discount will be provided in the group's renewal premium.

Go365 is not an insurance product.

Humana group medical plans are offered by Humana Medical Plan, Inc., Humana Employers Health Plan of Georgia, Inc., Humana Health Plan, Inc., Humana Health Benefit Plan of Louisiana, Inc., Humana Health Plan of Ohio, Inc., Humana Health Plans of Puerto Rico, Inc. License #00235-0008, Humana Wisconsin Health Organization Insurance Corporation, or Humana Health Plan of Texas, Inc., or insured by Humana Health Insurance Company of Florida, Inc., Humana Health Plan, Inc., Humana Health Benefit Plan of Louisiana, Inc., Humana Insurance Company, Humana Insurance Company of Kentucky, Humana Insurance of Puerto Rico, Inc. License #00187-0009, or administered by Humana Insurance Company or Humana Health Plan, Inc.

Statements in languages other than English contained in the advertisement do not necessarily reflect the exact contents of the policy written in English, because of possible linguistic differences. In the event of a dispute, the policy as written in English is considered the controlling authority.

For Arizona Residents: Offered by Humana Health Plan, Inc. or insured by Humana Insurance Company. Administered by Humana Insurance Company.

Please refer to your Benefit Plan Document (Certificate of Coverage/Insurance or Summary Plan Description) for more information on the company providing your benefits.

Our health benefit plans have exclusions and limitations and terms under which the coverage may be continued in force or discontinued. For costs and complete details of the coverage, call or write your Humana insurance agent or broker.

*In Louisiana, the eighth month.

Humana.

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Dental – Guardian & Solstice

	Dental		Dental		Dental	
	Current		Alternate		Alternate	
Carrier	MetLife		Guardian		Solstice	
Plan Name					Dental DPPO	
Network	MetLife		DentalGuard Preferred		National DPPO Network	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
City of Holly Hill						
Annual Maximum (per individual)	$5,000		$5,000 *(plus max. rollover)*		$5,000 *(plus max. rollover)*	
Out of Network Schedule	UCR		UCR		UCR	
Deductible (Individual)	$50	$50	$50	$50	$50	$50
Deductible (Family)	$150	$150	$150	$150	$150	$150
Deductible Waived on Preventive	**Plan Pays:**		**Plan Pays:**		**Plan Pays:**	
Cleaning / Examination	100%	100%	100%	100%	100%	100%
Fluoride / Sealants	100%	100%	100%	100%	100%	100%
Bitewing X-Rays	100%	100%	100%	100%	100%	100%
Full Mouth X-Rays	100%	100%	100%	100%	100%	100%
Fillings	80%	80%	80%	80%	80%	80%
Basic Extractions	80%	80%	80%	80%	80%	80%
Root Canal (Endodontics)	80%	80%	80%	80%	80%	80%
Gums (Periodontics)	80%	80%	80%	80%	80%	80%
Crowns / Inlays / Onlays	50%	50%	50%	50%	50%	50%
Bridges & Dentures	50%	50%	50%	50%	50%	50%
*Orthodontia Coverage	50%	50%	50%	50%	50% up to 24 months	50% up to 24 months
*Orthodontia Benefit	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Enrollment						
52 Employee Only	$34.94		$29.35		$32.60	
20 Employee and Spouse	$71.92		$60.41		$67.10	
8 Employee and Children	$80.54		$67.65		$75.14	
8 Family	$126.07		$105.90		$117.62	
Total Monthly Premium	$4,908		$4,123		$4,579	
Total Annual Premium	$58,898		$49,474		$54,951	
Percentage Change			-16%		-6.70%	

*Orthodontic Procedures: Dependent child(ren) only - under age 26 (dependent on you for support & living in your household or full/part-time student).

Guardian -

- National Network
- 2-year rate guarantee

- College Tuition – Annual enrollment in this plan earns you $2,000 Tuition Rewards. These rewards are yours for your life- time and can be given to children, grandchildren, nieces, nephews and God children. See www.Guardian.collegetuitionbenefit.com to learn more.

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Dental - Humana

		Dental		Dental
		Current		Alternate
	Carrier	MetLife		Humana
	Plan Name			N/D Choice
	Network	MetLife		Traditional Preferred
		In-Network	Out-of-Network	In-Network
City of Holly Hill				
	Annual Maximum (per individual)	$5,000		Unlimited
	Out of Network Schedule	UCR		UCR
	Deductible (Individual)	$50	$50	$50
	Deductible (Family)	$150	$150	$150
	Deductible Waived on Preventive	**Plan Pays:**		**Plan Pays:**
	Cleaning / Examination	100%	100%	100%
	Fluoride / Sealants	100%	100%	100%
	Bitewing X-Rays	100%	100%	100%
	Full Mouth X-Rays	100%	100%	100%
	Fillings	80%	80%	80%
	Basic Extractions	80%	80%	80%
	Root Canal (Endodontics)	80%	80%	80%
	Gums (Periodontics)	80%	80%	80%
	Crowns / Inlays / Onlays	50%	50%	50%
	Bridges & Dentures	50%	50%	50%
	*Orthodontia Coverage	50%	50%	50%
	*Orthodontia Benefit	$1,000	$1,000	$1,000
Enrollment				
52	Employee Only	$34.94		$29.41
20	Employee and Spouse	$71.92		$58.79
8	Employee and Children	$80.54		$79.86
8	Family	$126.07		$110.59
	Total Monthly Premium	$4,908		$4,229
	Total Annual Premium	$58,898		$50,745
	Percentage Change			-14%

*Orthodontic Procedures: Dependent child(ren) only - under age 26 (dependent on you for support & living in your household or full/part-time student).

Dental

- I have included 1 TRP plan featuring our **Unlimited Maximum.**
- With richer benefits, our plan is priced **-13.8% below current!**
- In addition to our Unlimited Max, our plan includes the following robust benefits:
  - Three routine cleanings per year
  - Four periodontal cleanings per year
  - Oral cancer screening for members 40+ years old.
- Humana offers one of the largest national PPO dental networks in the nation with over 250,000 dentist locations
- Rates are guaranteed for 2 years

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Vision - Humana

	Vision								
	Current			Alternate			Alternate		
Carrier	EyeMed			Humana			Humana		
Plan Name				N/A Choice Plan 100			N/A Choice Plan 130		
Network	EyeMed			GN Humana			GN Humana		
City of Holly Hill									
Exam Frequency	12 Months			12 Months			12 Months		
Exam Benefit	$10 Copay	Reimbursed up to $35		$10 Copay	Reimbursed up to $30		$10 Copay	Reimbursed up to $30	
Lenses Frequency	12 Months			12 Months			12 Months		
Single	$25 Copay	Reimbursed up to $35		$25 Copay	Up to $25		**$15 Copay**	Up to $25	
Bi-Focal	$25 Copay	Reimbursed up to $49		$25 Copay	UP to $40		**$15 Copay**	UP to $40	
Tri-Focal	$25 Copay	Reimbursed up to $74		$25 Copay	Up to $60		**$15 Copay**	Up to $60	
Frame Frequency	24 Months			24 Months			24 Months		
Frame Benefit	$100 Allowance & 20% off balance	Reimbursed up to $50		$100 Allowance & 20% off balance	Reimbursed up to $50		**$130 Allowance & 20% off balance**	Reimbursed up to $65	
Contact Lenses Frequency	12 Months			12 Months			12 Months		
Contact Lenses Benefit (Elective)	$115 Allowance & 15% off balance	Reimbursed up to $92		**$100 Allowance & 20% off balance**	Reimbursed up to $80		**$130 Allowance**	Reimbursed up to $104	
Contact Lenses Benefit (Medically Necessary)	Covered in Full	Reimbursed up to $210		Covered in Full	Reimbursed up to $200		Covered in Full	Reimbursed up to $200	
Participation Requirement	See Summary Benefits of Coverage								
Rate Guarantee	See Summary Benefits of Coverage								
Enrollment									
45 Employee Only	$4.86			$3.62			$4.13		
20 Employee and Spouse	$9.23			$7.24			$8.27		
6 Employee and Children	$9.72			$6.88			$7.86		
9 Family	$14.26			$10.80			$12.35		
Total Monthly Premium	$590			$446			$510		
Total Annual Premium	$7,080			$5,354			$6,115		
Percentage Change				**-24%**			**-14%**		

Vision

- We've provided our HV100 and HV130 plans.
- Our HV100 plan is **-24.4% below current!**

- National network includes more than 100,000 vision provider locations (access points), comprised of over 57,000 independent and 45,000 retail locations
- **New special savings now available to Humana Vision members:**
  - Additional $25 off when using your vision insurance at Target Optical
  - $25 towards a complete pair of glasses or prescription sunglasses at Pearle Vision; can be combined with vision insurance benefits
  - $20 off any purchase or $50 off purchase of $200 or more at Sunglass Hut
  - $20 off at ContactsDirect.com

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Vision - Guardian

	Vision	
	Current	**Alternate**
Carrier	**EyeMed**	**Guardian**
Plan Name		Full Feature- Designer B
Network	EyeMed	Davis
City of Holly Hill		
Exam Frequency	12 Months	12 Months
Exam Benefit	$10 Copay | Reimbursed up to $35	$10 Copay | Reimbursed up to $50
Lenses Frequency	12 Months	12 Months
Single	$25 Copay | Reimbursed up to $35	$25 Copay | Reimbursed up to $48
Bi-Focal	$25 Copay | Reimbursed up to $49	$25 Copay | Reimbursed up to $67
Tri-Focal	$25 Copay | Reimbursed up to $74	$25 Copay | Reimbursed up to $86
Frame Frequency	24 Months	24 Months
Frame Benefit	$100 Allowance & 20% off balance | Reimbursed up to $50	$120 Allowance & 20% off balance | Reimbursed up to $48
Contact Lenses Frequency	12 Months	12 Months
Contact Lenses Benefit (Elective)	$115 Allowance & 15% off balance | Reimbursed up to $92	$120 Allowance & 15% off balance | $105 max (copay waived)
Contact Lenses Benefit (Medically Necessary)	Covered in Full | Reimbursed up to $210	Covered in Full (Copay Waived) | Reimbursed up to $210
Participation Requirement	See Summary Benefits of Coverage	69%
Rate Guarantee	See Summary Benefits of Coverage	2 year

Enrollment			
45	Employee Only	$4.86	$4.71
20	Employee and Spouse	$9.23	$8.95
6	Employee and Children	$9.72	$9.43
9	Family	$14.26	$13.83
	Total Monthly Premium	$590	$572
	Total Annual Premium	$7,080	$6,864
	Percentage Change		-3%

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Fire Fighter Cancer Policy – Florida Municipal Insurance Trust

Acentria PUBLIC RISK A FOUNDATION RISK PARTNERS COMPANY	Firefighter Cancer	
	Current	**Alternate**
Carrier	**CHUBB**	**FMIT**
North Bay Village		
Eligible Class	Class 1* Class 2* Class 3*	Class 1* Class 2* Class 3*
Employer Contribution	100%	100%
Lump Sum Cancer Benefit	First Diagnosis Cancer Benefit: Class 1 Lump Sum Benefit	Plan 1: Lump Sum Cancer Benefit with no recurrence benefit (122.1816,F.S.)
	Cancer Benefit: Class 1 Principal Sum; Class 2 Princial Sum	Plan 2: Lump Sum Cancer Benefit with 2x recurrence benefit (122.1816,F.S.)
	First Diagnosis Benefit Continuation: Class 3 Lump Sum Benefit	Plan 3: Lump Sum Cancer Benefit Covers ALL cancers excluding non-invasive melanoma, with 2x recurrrence benefit.
Total Annual Premium	Class 1 - $2,184	**Plan 1: $1,168.08**
	Class 2 - $183	**Plan 2: $1,336.56**
	Class 3 - $545	**Plan 3: $1,533.12**
	Total Premium $ 2,912	

Class 1: All Full-Time Firefighters of the Policyholder who have been employed by the Policyholder for at least 5 continuous years.

Class 2: All Full-Time Firefighters of the Policyholder who have been employed by the Policyholder for less than 5 continuous years.

Class 3: All Full-Time Firefighters of the Policyholder who have been employed by the Policyholder for at least 5 continuous years, have terminated employment with the Policyholder within the last 10 years and have continued coverage in his or her employer-sponsored health plan or group health insurance trust fund.

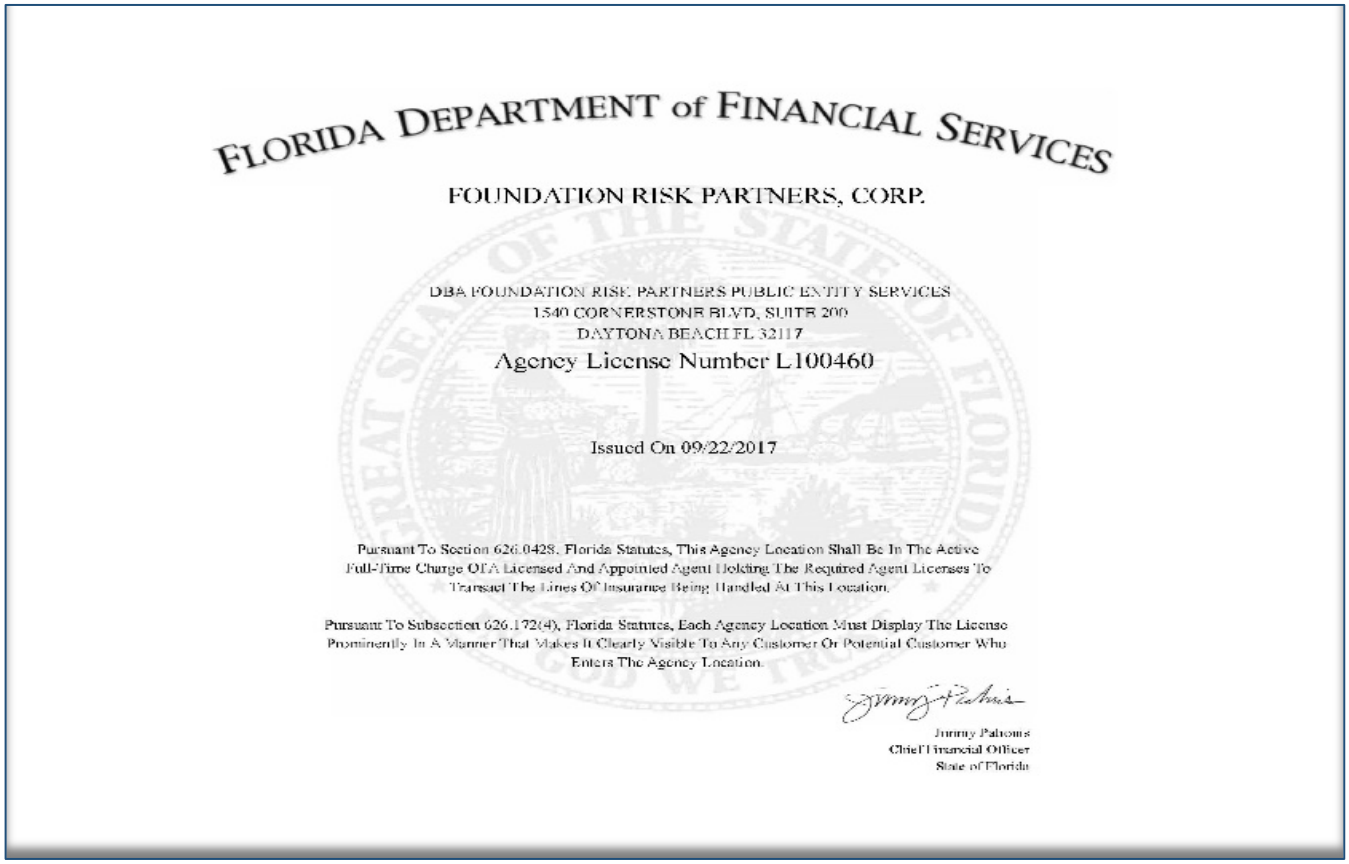
Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Section 6

Other Information

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Agency License



FLORIDA DEPARTMENT of FINANCIAL SERVICES

FOUNDATION RISK PARTNERS, CORP.

DBA FOUNDATION RISK PARTNERS PUBLIC ENTITY SERVICES
1540 CORNERSTONE BLVD, SUITE 200
DAYTONA BEACH FL 32117

Agency License Number L100460

Issued On 09/22/2017

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida

CHIEF FINANCIAL OFFICER
JIMMY PATRONIS
STATE OF FLORIDA

LETTER OF CERTIFICATION

09/22/2017

FOUNDATION RISK PARTNERS, CORP.
1540 CORNERSTONE BLVD
DAYTONA BEACH FL 32117

Re: FOUNDATION RISK PARTNERS, CORP.
License Number: L100460

The above named currently holds a license for the following line(s) of insurance:

- **Licensee:** 21-05 AGENCY LICENSE(LIC. # L100460)
  Issued: 09/22/2017
  Appointed? No

This license does not require continuing education.

The licensee has qualified for the above line(s) of insurance by examination, designation, or experience.

No person may act as, advertise, or hold himself or herself out to be an insurance agent or adjuster unless he or she is currently licensed by the department and appointed by an appropriate appointing entity or person.

An insurance agency location can only transact insurance in the lines of business that its agents are licensed and appointed to transact.

END OF LETTER
NO FURTHER LICENSE INFORMATION SHALL APPEAR BELOW THIS LINE

Florida Department of Financial Services
Division of Agent and Agency Services
Bureau of Licensing
www.MyFloridaCFO.com
200 East Gaines Street, Tallahassee, FL 32399-0318

THE CITY OF DAYTONA BEACH
LOCAL BUSINESS TAX RECEIPT # BT-76893

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BUSINESS NAME: FOUNDATION RISK PARTNERS CORP
LOCATION: 1540 CORNERSTONE BLVD 200
BUSINESS TYPE: INSURANCE AGENCY
LICENSE NOTES: STATE LIC# L100460

BT-76893	BUS. LIC. NO.
76893	ACCOUNT NO.
08/29/2017	VALID FROM
09/30/2020	VALID TO
08/23/2019	DATE PAID
150.00	ANNUAL FEES

Fee Code	Description
0905	INSURANCE AGENCY OR COMPANY

MAIL TO:
FOUNDATION RISK PARTNERS CORP
1540 CORNERSTONE BLVD 200
DAYTONA BEACH FL 32117

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

LOCAL BUSINESS TAX RECEIPT

THE CITY OF DAYTONA BEACH
Bus Lic No # BT-76893

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

FOUNDATION RISK PARTNERS CORP
1540 CORNERSTONE BLVD 200

Fee Code	Description	Reference	Amt Paid	Date Paid	Pay Method	Check # / Ref
0905	INSURANCE AGENCY OR COMPANY	SRDE 08/31/17	150.00	08/31/17	CREDIT	169870207
ADM	ADMINISTRATIVE FEES	SRDE 08/31/17	52.60	08/31/17	CREDIT	169870207
0905	INSURANCE AGENCY OR COMPANY	2020	150.00	08/23/19	CHECK-REMIT	2545
0905	INSURANCE AGENCY OR COMPANY	2019	150.00	08/28/18	CHECK-REMIT	1379

Fees Paid: $502.60

Duplicate copy: 10/23/2019 by RSP (p)

Agent Licenses

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ROBIN RENEE RILEY
License Number : A220645

Resident Insurance License	Issue Date
•0214 - LIFE INCL VARIABLE ANNUITY	06/05/1999
•0240 - HEALTH	07/09/1997
•0218 - LIFE & HEALTH	06/05/1999

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dfsx.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.myfloridacfo.com/division/agents

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ALAN SCOTT FLOREZ
License Number : P034571

Resident Insurance License	Issue Date
•0220 - GENERAL LINES (PROP & CAS)	03/15/2006

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dfsx.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

LUKE THEODORE WOLKERS
License Number : W105531

Resident Insurance License	Issue Date
•0220 - GENERAL LINES (PROP & CAS)	07/26/2012
•0215 - LIFE INCL VAR ANNUITY & HEALTH	07/26/2012

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at http://www.myfloridacfo.com/agents/.

Jeff Atwater
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ALLISON RAND
License Number : W320088

Resident Insurance License	Issue Date
•0215 - LIFE INCL VAR ANNUITY & HEALTH	10/08/2018

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dfsx.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents

Jimmy Patronis
Chief Financial Officer
State of Florida



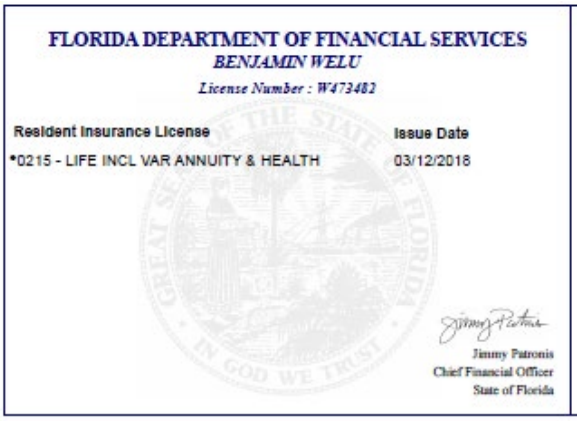
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

TAYLOR AUSTIN WIMBERLEY
License Number : W361153

Resident Insurance License	Issue Date
•0215 - LIFE INCL VAR ANNUITY & HEALTH	10/14/2016

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dfsx.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents

Jeff Atwater
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES
BENJAMIN WELU
License Number : W473482

Resident Insurance License	Issue Date
*0215 - LIFE INCL VAR ANNUITY & HEALTH	03/12/2018

Jimmy Patronis
Chief Financial Officer
State of Florida

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

FOUNRIS-04 RJOHNSTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/14/2021

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 License # L100460 Acentria Insurance - Destin 4634 Gulfstarr Drive Destin, FL 32541	CONTACT NAME: PHONE (A/C, No, Ext): (850) 650-1950 FAX (A/C, No): (850) 892-0320 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Nautilus Insurance Company — 17370
INSURED Foundation Risk Partners, Corp. dba Acentria Public Risk 1540 Cornerstone Blvd, Suite 200 Daytona Beach, FL 32117	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions L			INS90346100220	2/1/2020	2/1/2022	Per Claim/Aggregate	10,000,000

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

Named Insureds:
FRP Investors, L.P.
FRP Holdings, Corp.
FRP Parent, Corp.
Foundation Risk Partners, Corp.
Synetro-CSG Holdings, LLC
Corporate Synergies Holdings, LLC
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

AGENCY CUSTOMER ID: FOUNRIS-04 RJOHNSTON
LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	License # L100460	NAMED INSURED
Acentria Insurance - Destin		Foundation Risk Partners, Corp. dba Acentria Public Risk 1540 Cornerstone Blvd, Suite 200 Daytona Beach, FL 32117
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Corporate Synergies Group, LLC
Millenium Asset Management, Inc.
Lloyd S. Berkett Insurance Agency, Inc.
American Habitational Properties, LLC
BlueSky Multifamily Management, LLC
Eagle Mountain Properties, LLC
Fortress Multifamily Group, LLC
Harbor Management Group, LLC
Homeland Management, LLC
Sander, Jacobs, Cassayre & Griffin, Inc.
The L. Warner Companies, Inc.

Errors & Omissions deductible $50,000 per Claim

ACORD 101 (2008/01)

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Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Section 7

Proof of Florida Operations

Minimum of 5 Years

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

ACENTRIA CERTIFICATION CONVERSION

FLORIDA DEPARTMENT OF STATE
Division of Corporations

FILED
10 JAN 26 PM 1:30
SECRETARY OF STATE
DIVISION OF CORPORATIONS

January 27, 2010

KIMBERLY MORET
CSC
TALLAHASSEE, FL

RESUBMIT
Please give original submission date as file date.

SUBJECT: LEGENDS INSURANCE SOLUTIONS, LLC
Ref. Number: L09000022731

We have received your document for LEGENDS INSURANCE SOLUTIONS, LLC and the authorization to debit your account in the amount of $25.00. However, the document has not been filed and is being returned for the following:

You cannot change an LLC to a corporation by filing and Amended and Restated Articles of Organization.

If this LLC wishes transform itself into a Florida corporation called ACENTRIA, INC., it must file an OTHER BUSINESS ENTITY INTO FLORIDA CORPORATION certificate of conversion along with a completed Articles of Incorporation document. The filing fee for this conversion would be $105.00.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6914.

Buck Kohr
Regulatory Specialist II

Letter Number: 410A00002147

RECEIVED
10 JAN 28 AM 10:40
FLORIDA DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

FILED
10 JAN 26 PM 1:30
SECRETARY OF STATE
DIVISION OF CORPORATIONS

Certificate of Conversion
For
"Other Business Entity"
Into
Florida Profit Corporation

This Certificate of Conversion **and attached Articles of Incorporation** are submitted to convert the following **"Other Business Entity" into a Florida Profit Corporation** in accordance with s. 607.1115, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

Legends Insurance Solutions, LLC L09000022731
Enter Name of Other Business Entity

2. The "Other Business Entity" is a Limited Liability Company
(Enter entity type. Example: limited liability company, limited partnership, general partnership, common law or business trust, etc.)

first organized, formed or incorporated under the laws of Florida
(Enter state, or if a non-U.S. entity, the name of the country)

on March 9, 2009
Enter date "Other Business Entity" was first organized, formed or incorporated

3. If the jurisdiction of the "Other Business Entity" was changed, the state or country under the laws of which it is now organized, formed or incorporated:

N/A

4. The name of the Florida Profit Corporation as set forth in the **attached Articles of Incorporation:**

Acentria, Inc.
Enter Name of Florida Profit Corporation

5. If not effective on the date of filing, enter the effective date:
(The effective date: 1) cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State; AND 2) must be the same as the effective date listed in the attached Articles of Incorporation, if an effective date is listed therein.)

Page 1 of 2

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Signed this 27 day of January, 2010

Required Signature for Florida Profit Corporation:

Signature of Chairman, Vice Chairman, Director, Officer, or, if Directors or Officers have not been selected, an Incorporator: _____
Printed Name: Mitchell J. Weinstein Title: Incorporator

Required Signature(s) on behalf of Other Business Entity: [See below for required signature(s).]

Signature: _____
Printed Name: Mitchell J. Weinstein Title: Member

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

If Florida General Partnership or Limited Liability Partnership:
Signature of one General Partner.

If Florida Limited Partnership or Limited Liability Limited Partnership:
Signatures of ALL General Partners.

If Florida Limited Liability Company:
Signature of a Member or Authorized Representative.

All others:
Signature of an authorized person.

Fees:

Certificate of Conversion:	$35.00
Fees for Florida Articles of Incorporation:	$70.00
Certified Copy:	$ 8.75 (Optional)
Certificate of Status:	$ 8.75 (Optional)

Page 2 of 2

This document prepared by:
D. Michael Chesser, Esq.
Chesser & Barr, P.A.
1201 Eglin Parkway
Shalimar, FL 32579

10 JUN 25 PM 1:30

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

ARTICLES OF INCORPORATION
OF
ACENTRIA, INC.

We, the undersigned, acting as incorporators of a corporation under the Florida General Corporation Act, adopt the following Articles of Incorporation for such corporation:

ARTICLE I
NAME AND ADDRESS

The name of the corporation is **Acentria, Inc.**, with the address of 1201 Eglin Parkway, Shalimar, Florida 32579, C/o D. Michael Chesser.

ARTICLE II
PERIOD OF EXISTENCE

The Company shall commence its existence upon the filing of these Amended and Restated Articles of Incorporation with the Florida Secretary of State, and shall thereafter continue in existence perpetually, unless earlier dissolved or extended in accordance with the Shareholder Agreement of Acentria, Inc. (the "Shareholder Agreement"), and/or the Florida Corporation Act.

ARTICLE III
PURPOSE

The Company is organized for the following purposes: (A) to facilitate the ownership, management, development, acquisition, disposition, and marketing of policies of insurance for prime customers and clients of the Company; (B) to accomplish any lawful activity or business whatsoever, or which shall at any time and from time to time appear to the Shareholders of the Company to be necessary, desirable, or appropriate for the protection of the Company and/or its assets; (C) to exercise all powers necessary to or reasonably connected with the Company's business, which may be legally exercised under the Florida *Corporation* Act; and (D) to engage in and perform all activities necessary, customary, convenient, or incident to any of the foregoing as the Shareholders may deem prudent and advisable.

ACENTRIA CERTIFICATION CONVERSION

ARTICLE IV
SHARES

NUMBER: The aggregate number of shares that the corporation shall have the authority to issue is 1,000 shares of Capital Stock with a par value of $1.00 per share.

INITIAL ISSUE: Such shares as may be considered to be in the best interest of the corporation shall be issued from time to time, but in any event the corporation shall have an initial capital of at least $1,000.00

STATED CAPITAL: The sum of the par value of all shares of Capital Stock of the corporation that have been issued shall be the stated capital of the corporation at any particular time.

DIVIDENDS: The holders of the outstanding capital stock shall be entitled to receive, when and as declared by the Shareholder, dividends payable either in cash, in property, or in shares of the Capital Stock of the corporation.

NO CLASSES OF STOCK: The shares of the corporation are not to be divided into classes.

NO SHARE IN SERIES: The corporation is not authorized to issue shares in series.

ARTICLE V
RESTRICTION ON SALE OF SHARES

Shares of stock in this corporation shall not be offered for sale or sold except to existing shareholders, without written consent of a majority of existing shareholders.

ARTICLE VI
PRE-EMPTION RIGHT

All existing shareholders of stock shall have the right to purchase, pro-rata, any new shares of stock offered.

ARTICLE VII
ADDRESS AND REGISTERED AGENT

The address of the initial registered agent of the corporation in the State of Florida shall be c/o Chesser & Barr, P.A., 1201 Eglin Parkway, Shalimar, Florida 32579. The name of the initial registered agent of the corporation at the above address shall be **D. Michael Chesser**. The Shareholders may from time to time change the registered office to any other address in the State of Florida or change the registered agent.

Page 2 of 6

ARTICLE VIII
BOARD OF DIRECTORS

The business of the corporation shall be managed by the shareholders. There shall be no Board of Directors.

ARTICLE IX
OFFICERS

The corporation shall have a President and a Secretary and may have additional and assistant officers, including, without limitation thereto, one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers. Any two or more offices may be held by the same person.

ARTICLE X
INCORPORATOR

The name and address of the initial incorporator is as follows:

Mitchell J. Weinstein
3115 Legends Circle
Lakeland, FL 33803

ARTICLE XI
AMENDMENT

The shareholders shall have the power to adopt, amend, alter, change or repeal the Articles of Incorporation when proposed and approved at a stockholders' meeting, with not less than a majority vote of the common stock.

ARTICLE XII
INDEMNIFICATION OF OFFICERS OR SHAREHOLDERS

(a) The corporation hereby indemnifies and agrees to hold harmless from claim, liability, loss, or judgment any officer, shareholder [or their attorney/3rd-party mediator] made a party or threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action, suit or proceeding by or on behalf of the corporation to procure a judgment in its favor), brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as officer, employee or agent of the corporation or any other corporation, partnership, joint venture, trust or other enterprise in which he served at the request of the corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and reasonably incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in, or not opposed to, the best interests of the corporation, and in criminal actions or proceedings, without reasonable ground for belief that such action

Page 3 of 6

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not create a presumption that any such officer did not act in good faith in the reasonable belief that such action was in, or not opposed to, the best interests of the corporation. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of gross negligence or willful misconduct in the performance of his duties to the corporation.

(b) Any indemnification under paragraph (a) shall be made by the corporation only as authorized in the specific case upon a determination that amounts for which an officer seeks indemnification were properly incurred and that such officer acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, and that, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made either (1) by the Shareholders by a majority vote of a quorum consisting of shareholders who were not parties to such action, suit or proceeding, or (2) by a majority vote of a quorum consisting of shareholders who were not parties to such action, suit or proceeding.

(c) The corporation shall be entitled to assume the defense of any person seeking indemnification pursuant to the provisions of paragraph (a) above upon a preliminary determination by the shareholders that such person has met the applicable standards of conduct set forth in paragraph (a) above, and upon receipt of an undertaking by such person to repay all amounts expended by the corporation in such defense, unless it shall ultimately be determined that such person is entitled to be indemnified by the corporation as authorized in this article. If the corporation elects to assume the defense, such defense shall be conducted by counsel chosen by it and not objected to in writing for valid reasons by such person. In the event that the corporation elects to assume the defense of any such person and retains such counsel, such person shall bear the fees and expenses of any additional counsel retained by him, unless there are conflicting interests between or among such person and other parties represented in the same action, suit or proceeding by the counsel retained by the corporation, that are, for valid reasons, objected to in writing by such person, in which case the reasonable expenses of such additional representation shall be within the scope of the indemnification intended if such person is ultimately determined to be entitled thereto as authorized in this article.

(d) The foregoing rights of indemnification shall not be deemed to limit in any way the power of the corporation to indemnify under any applicable law.

IN WITNESS WHEREOF, the undersigned incorporators have made and subscribed of these Articles of Incorporation in Polk County, Florida on the 27 day of January, 2010.

Mitchell J. Weinstein, Incorporator

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 27 day of January, 2010, by **Mitchell J. Weinstein**, who are personally known to me or who has produced _____ as identification and who did/did not take an oath.

(SEAL) MARY B. BROUSSARD MY COMMISSION # DD 769352 EXPIRES: May 17, 2012 Bonded Thru Notary Public Underwriters

NOTARY PUBLIC

ACENTRIA CERTIFICAITON CONVERSION

ACENTRIA, INC.

ACCEPTANCE BY REGISTERED AGENT

I, **D. Michael Chesser,** having been named to accept service of process and hereby act in this capacity and agree to comply with the provisions of said act relative to keeping open said office.

D. Michael Chesser
Registered Agent

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 26th day of January, 2010, by **D. Michael Chesser**, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

TAMMY L. DESHAY Comm# DD0871029 Expires 4/19/2013 Florida Notary Assn., Inc

(SEAL)

NOTARY PUBLIC

P10000082666

(Requestor's Name)
(Address)
(Address)
(City/State/Zip/Phone #)
☐ PICK-UP ☐ WAIT ☐ MAIL
(Business Entity Name)
(Document Number)
Certified Copies ____ Certificates of Status ____
Special Instructions to Filing Officer:
Office Use Only

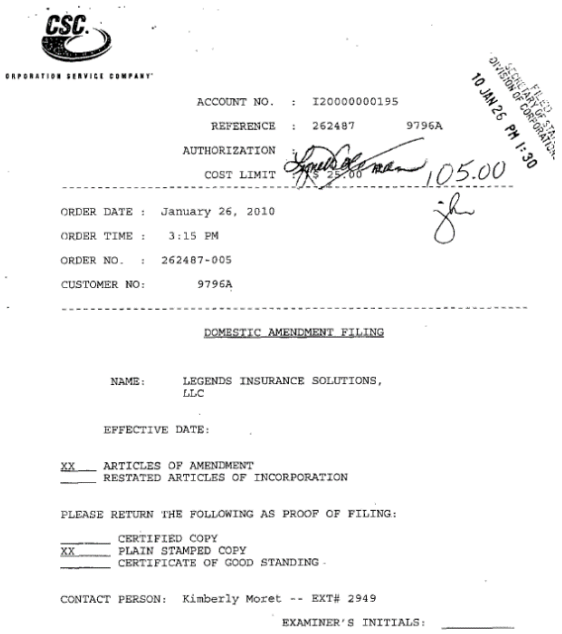
700164099257

FILED
10 JAN 26 PM 1:30
SECRETARY OF STATE
DIVISION OF CORPORATIONS

26

B. KOHR
JAN 28 2010
EXAMINER

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life



CSC
CORPORATION SERVICE COMPANY

FILED
10 JAN 25 PM 1:30
DIVISION OF CORPORATIONS

ACCOUNT NO. : I20000000195
REFERENCE : 262487 9796A
AUTHORIZATION :
COST LIMIT : $ 25.00 105.00

ORDER DATE : January 26, 2010
ORDER TIME : 3:15 PM
ORDER NO. : 262487-005
CUSTOMER NO: 9796A

DOMESTIC AMENDMENT FILING

NAME: LEGENDS INSURANCE SOLUTIONS, LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
____ RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY
____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Kimberly Moret -- EXT# 2949

EXAMINER'S INITIALS: _____

Leadership Team and Timeline

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Leadership Team Acentria Insurance (Pre-Acquisition & Post Acquisition)



Kevin Mason, CEO

Co-Founder and current CEO of Acentria



Kendall McEachern

Co-Founder and up until his recent passing; Executive Chairman



Mitch Weinstein, Partner

Co-founder and still head of acquisitions for Acentria



Mary Lawless, President and COO

Joined Acentria in 2014 before FRP's acquisition as COO and still operates as President and COO

Timeline

January 26, 2010

Acentria was organized with an effective date of January 26, 2010 (formerly known as Legends Insurance Solutions, LLC ("LIS") formed March 9, 2009).

- Attached for your reference is a copy of the Certificate of Conversion evidencing the conversion of LIS to Acentria.

January 31, 2017

Foundation Risk Partners, Corp. ("FRP") was organized as a Delaware corporation on January 31, 2017 and authorized to do business in Florida as of February 24, 2017.

November 1, 2017

On or about November 1, 2017 FRP acquired substantially all the assets of Acentria, Inc., a Florida corporation

Today:

FRP continues to operate 50+ locations in Florida and the southeastern United States using the dba Acentria and/or Acentria Insurance while maintaining the same or similar business model and leadership since 2010.

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

2011 FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 20, 2011
Secretary of State

DOCUMENT# P10000008266

Entity Name: ACENTRIA, INC.

Current Principal Place of Business:

4634 GULFSTARR DR.
DESTIN, FL 32541

New Principal Place of Business:

Current Mailing Address:

4634 GULFSTARR DR.
DESTIN, FL 32541

New Mailing Address:

FEI Number: 26-4432044 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

Name and Address of Current Registered Agent:

CHESSER, MICHAEL
C/O CHESSER & BARR, P.A.
1201 EGLIN PARKWAY
SHALIMAR, FL 32579 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

OFFICERS AND DIRECTORS:

Title: CEO
Name: MCEACHERN, CHARLES K
Address: 4634 GULFSTARR DRIVE
City-St-Zip: DESTIN, FL 32541

Title: PRES
Name: MASON, KEVIN G
Address: 4634 GULFSTARR DRIVE
City-St-Zip: DESTIN, FL 32541

Title: COO
Name: WEINSTEIN, MITCHELL
Address: 4634 GULFSTARR DRIVE
City-St-Zip: DESTIN, FL 32541

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Section 8

Audited Financials

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

FRP INVESTORS, L.P.
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2020 AND 2019

	2020	2019
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$ 21,409,372	$ 8,174,098
Restricted Cash	30,170,606	26,075,878
Premiums, Commissions, and Fees Receivable, Net	70,186,548	65,928,989
Other Receivables	3,335,095	6,187,828
Other Current Assets	5,532,339	5,433,644
Total Current Assets	130,633,960	111,800,437
NON-CURRENT ASSETS		
Fixed Assets, Net	4,940,674	3,611,909
Intangible Assets, Net	260,474,597	182,550,446
Goodwill	637,827,202	435,327,737
Other Assets	4,776,621	1,589,082
Deferred Tax Asset	-	818,000
Total Long-Term Assets	908,019,094	623,897,174
Total Assets	$ 1,038,653,054	$ 735,697,611
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Premiums Payable to Insurance Companies	$ 60,186,561	$ 64,559,116
Accounts Payable	1,391,254	1,478,759
Accrued Compensation and Benefits	19,549,147	11,749,722
Accrued Expenses and Other Current Liabilities	5,551,198	1,333,405
Acquisition Earnout Libilities	46,063,626	27,270,413
Revolving Line of Credit	-	8,000,000
Current Portion of Long-Term Debt	4,606,676	2,950,113
Total Current Liabilities	137,348,462	117,341,528
LONG-TERM LIABILITIES		
Long-Term Debt, Net of Current Portion	575,160,753	372,225,110
Non-Current Liabilities	2,027,079	15,079
Deferred Tax Liability	2,572	-
Acquisition Earnout Liabilities	38,827,881	19,800,907
Total Long-Term Liabilities	616,018,285	392,041,096
MEMBERS' EQUITY		
Members' Interest - Series A-1 Units	172,894,510	152,894,510
Members' Interest - Series A-2 Units	119,809,588	76,649,219
Accumulated Deficits	(7,417,791)	(3,228,742)
Total Members' Equity	285,286,307	226,314,987
Total Liabilities and Members' Equity	$ 1,038,653,054	$ 735,697,611

CONFIDENTIAL

FRP INVESTORS, L.P.
CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
REVENUES		
Commissions & Fees	$ 219,778,897	$ 177,100,253
Contingent Commissions	4,212,065	3,121,360
Other Income	3,665,732	3,172,322
Total Revenues	227,656,694	183,393,935
EXPENSES		
Employee Compensation and Benefits	130,954,427	104,287,800
Other Operating Expenses	36,986,468	31,413,641
Amortization Expense	26,760,113	20,953,282
Depreciation Expense	1,569,026	1,239,738
Acquisition Related Costs	4,836,485	2,126,873
Interest Expense	34,463,606	30,231,689
Change in Estimated Earnout Payable	(3,293,295)	2,856,506
Total Expenses	232,276,830	193,109,529
LOSS BEFORE INCOME TAXES	(4,620,136)	(9,715,594)
INCOME TAX BENEFIT	431,087	2,246,155
NET LOSS	$ (4,189,049)	$ (7,469,439)

CONFIDENTIAL

ee accompanying Notes to Consolidated Financial Statements.

FRP INVESTORS, L.P.
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Loss	$ (4,189,049)	$ (7,469,439)
Adjustments to Reconcile Net Loss to Net Cash		
Provided by Operating Activities:		
Depreciation and Amortization	28,329,139	22,193,020
Amortization of Deferred Financing Fees	2,427,405	1,844,701
Change in Earnout Liabilities	(3,293,295)	2,856,506
Deferred Taxes	(431,087)	(2,246,155)
Changes in Operating Assets and Liabilities, Net of Effect		
from Acquisitions:		
Premium Receivables	(3,183,443)	(34,502,753)
Other Receivables	(431,709)	(2,297,906)
Other Current Assets	5,931,986	166,963
Premiums Payable to Insurance Companies	(4,372,555)	45,339,587
Accounts Payable	(87,505)	940,026
Accrued Compensation and Benefits	9,529,425	3,339,551
Other current liabilities	(1,266,324)	(3,610,555)
Net Cash Provided by Operating Activities	28,962,988	26,553,546
CASH FLOWS FROM INVESTING ACTIVITIES		
Cash Consideration for Acquisitions	(201,092,423)	(142,054,748)
Purchase of Fixed Assets	(2,360,503)	(1,080,808)
Other Assets	85,573	(215,024)
Net Cash Used by Investing Activities	(203,367,353)	(143,350,580)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payment of Acquisition Earn-Out Liability	(25,115,447)	(41,909,898)
Capital Contributions for A-1 Units	20,000,000	50,500,040
Capital Contribution for A-2 Units	2,685,013	8,982,880
Borrowings on the First and Second Lien Credit Facility, net of fees	205,864,096	114,062,971
Payment of closing fees on Credit Facility	(185,000)	(689,000)
Payment on L-T Debt	(3,514,295)	(2,668,462)
Borrowings from Revolver	18,000,000	14,725,434
Payments on the Revolver	(26,000,000)	(6,725,434)
Net Cash Provided by Financing Activities	191,734,367	136,278,531
INCREASE IN CASH AND CASH EQUIVALENTS	17,330,002	19,481,497
Cash and Cash Equivalents and Restricted Cash - Beginning of Period	34,249,976	14,768,480
CASH AND CASH EQUIVALENTS - END OF PERIOD	**$ 51,579,978**	**$ 34,249,976**

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Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Section 9

Appendix

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Appendix

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Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue
Holly Hill, Florida 32117
Telephone (386) 248-9440
Fax (386) 248-9498

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: BROKER SERVICES, MEDICAL, DENTAL, VISION, FIREFIGHTER CANCER, AND LIFE BENEFITS

RFP NUMBER: 21HRD001

RFP OPENING DATE & TIME: October 12, 2021, 2:00pm

RFP DEADLINE FOR QUESTIONS: September 20, 2021, 5:00pm

CONTRACT START DATE: January 1, 2022

RFP OPENING LOCATION: 1065 Ridgewood Avenue, Holly Hill, FL 32117, City Hall, Large Conference Room

PRE-SUBMITTAL MEETING: N/A

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Foundation Risk Partners, Corp. dba Acentria Public Risk

PROPOSER'S MAILING ADDRESS: 1540 Cornerstone Blvd Suite #200

CITY-STATE-ZIP: Daytona Beach, Florida 32117

F.E.I.N.: 81-5191759

PHONE NUMBER: 386.999.0001 FAX NUMBER: 386.777.2819

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Holly Hill, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Holly Hill all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Holly Hill. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the

X _____
AUTHORIZED SIGNATURE (MANUAL)

Ross Beach / Director of Risk Management
NAME (TYPED) / TITLE

10/6/21
DATE

Proposer

City of Holly Hill
Request for Proposals (RFP)
Broker Services, Medical, Dental, Vision, Firefighter Cancer, and Life Benefits
RFP #21HRD001

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date	Addendum Number
9/21/2021	1
9/22/2021	2
9/22/2021	3
9/23/2021	4

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Foundation Risk Partners, Corp. dba Acentria Public Risk

VENDOR/CONTRACTOR LICENSE NUMBER: L100460

ADDRESS: 1540 Cornerstone Blvd Suite #200
Daytona Beach Florida 32117

2

PHONE NO.: 386.999.0001 FAX NO.: 386.777.2819

SUBMITTER'S NAME: Ross Beach
(Typed or Printed in Ink)

TITLE: Director of Risk Management

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

City of Holly Hill
Request for Proposals (RFP)
Broker Services, Medical, Dental, Vision, Firefighter Cancer, and Life Benefits
RFP #21HRD001

CITY OF HOLLY HILL, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[X] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[X] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Foundation Risk Partners, Corp. dba Acentria Public Risk
COMPANY NAME

AUTHORIZED SIGNATURE

Ross Beach
NAME (PRINT OR TYPE)

Director of Risk Management
TITLE

10/8/21
DATE

*Although no court has ruled against FRP, FRP is currently a Defendant in a contract dispute in Volusia County. Separately, FRP filed suit against the Plaintiff in that action of breach of contract. The cases are consolidated and pending in Volusia County.

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

City of Holly Hill
Request for Proposals (RFP)
Broker Services, Medical, Dental, Vision, Firefighter Cancer, and Life Benefits
RFP #21HRD001
CITY OF HOLLY HILL, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to havea 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 violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Foundation Risk Partners, Corp. dba Acentria Public Risk
Company Name

Authorized Signature

Ross Beach
Print Name

Director of Risk Management
Title

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

Service Calendar

Sample Implementation and Service Calendar for the City of Holly Hill

		Start	Complete	Responsibility	Status	Comments
1.	**Initial Onboarding & Information Gathering**					
a)	Identify/introduce team members	10/27/2021	10/27/2021	Acentria		
b)	Notify carriers and establish meeting date to review open issues, send BOR letters	10/27/2021	10/27/2021	Acentria		
c)	Establish team contact lists for Acentria and the City	10/27/2021	10/27/2021	Acentria		
d)	Receive list of all coverage lines and vendors	10/27/2021	10/27/2021	Acentria		
e)	Collect policies and renewal premiums [3 years]	10/27/2021	10/29/2021	Acentria		
2.	**Benefits Administration**					
a)	Document all administrative processes and procedures	10/27/2021	10/27/2021	Acentria		
b)	Online enrollment system?	TBD	TBD	Acentria		Continuing with Plan Source
c)	Establish weekly open items review meeting	TBD	TBD	Acentria		
3.	**Cost Mitigation and Strategic Planning**					
a)	Determine overall program objectives	1/3/2022	1/7/2022	Acentria / The City		Inception Date to Focus on Renewal and Open Enrollment
b)	Receive update claims history	1/10/2022	1/14/2022	Acentria		
c)	Perform cost driver analysis	1/14/2022	1/16/2022	Acentria		
d)	Present strategic planning	1/17/2022	1/19/2022	Acentria		
e)	Refine and solidify strategic plan based off collaboration with the City	1/19/2022	1/21/2022	Acentria / The City		
4.	**Renewal and Open Enrollment Preparation**					
a)	Set renewal timeframe expectations from incumbent carriers/vendors	10/27/2021	10/27/2021	Acentria / The City		
b)	Solidify renewal options with the City	10/27/2021	10/27/2021	Acentria / The City		
h)	Prepare all aspects of the Open Enrollment event, including employee meetings, communications and enrollment setup	10/27/2021	10/29/2021	Acentria		
i)	Communicate all enrollment changes to the carriers to ensure ID card distribution occurs before plan anniversary date	12/1/2021*	12/1/2021*	Acentria		*As soon as OE has been closed
4.	**Compliance**					
a)	Complete onsite full audit of ERISA, DOL, IRS and HIPPA policies and procedures currently in place	12/1/2021	12/1/2021	Acentria		
b)	Compliance audit scorecard review with gaps reviewed and remediation plan established	12/13/2021	12/16/2021	Acentria		
c)	Remediate any compliance gaps identified	12/20/2021	12/20/2021	Acentria		
d)	Ensure annual 1095C/1094C distribution complete	2/1/2022	2/28/2022	Acentria		
5.	**Employee Communications & Education**					
a)	Develop benefit guides for new plan year 2022	10/27/2021	10/29/2021	Acentria		
b)	Establish 2022 employee communication and education project plan (content and delivery dates) and review with the City to ensure we're driving the messaging to drive behavior and culture	1/4/2022	1/14/2022	Acentria / The City		We will provide all education communications for the City's current Open Enrollment as well.
c)	Set up monthly/quarterly management meetings	1/4/2022	1/4/2022	Acentria		
d)	Send-ready communication pieces branded for Holiday designed to drive appreciation and understanding of benefits	TBD	year-round	Acentria		

Acentria Claim Reporting

GROUP NAME

Health Plan Cost

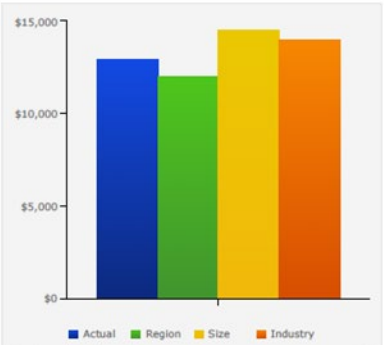
Gauge how your total health plan expense per employee compares to that of other similarly sized employers in your region and industry. Keep in mind:

- Prescription drug and fixed costs shown are based on values provided.
- Claim amounts represent claims paid during the period; they may not reflect all claims incurred over this period.

Region	REGION
Industry type	INDUSTRY

Points to consider:

- Do you employ the most appropriate funding method for your health plan?
- Is there a need to review contribution levels or implement a spousal carve-out?
- What impact do catastrophic claims have on your costs?
- Is there a noticeable return on investment for managed care or other cost containment programs?
- Would potential cost savings be achieved if services, such as utilization review and disease management, were unbundled?



Total number of employees	223
Actual cost per employee	$12,877.29
Total health plan cost	$2,871,636.29
Norm cost per employee (region)	$11,973.92
Norm total cost (region)	$2,670,185.00
Norm cost per employee (employer size)	$14,495.25
Norm total cost (employer size)	$3,232,441.00
Norm cost per employee (industry type)	$13,929.25
Norm total cost (industry type)	$3,106,222.00

GROUP NAME

Health Plan Cost Trend

Examine the pattern of your claim charges and payments over the course of the reporting period to identify irregularities or opportunities.



Your Total Health Plan Cost

	Per Employee	Total
Net paid claims (less amount over specific)	$10,466.18	$2,333,958
Prescription drug costs	$535.75	$119,473
Administrative costs/premium	$1,875.36	$418,205
Actual cost	$12,877.29	$2,871,636
Region benchmark	$11,973.92	$2,670,185
Employer size benchmark	$14,495.25	$3,232,441
Industry type benchmark	$13,929.25	$3,106,222

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

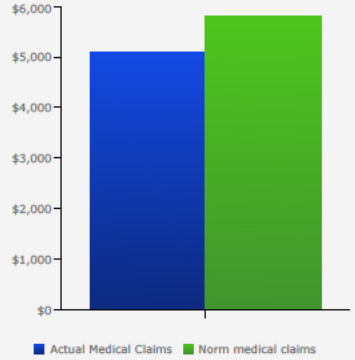
GROUP NAME

Medical Claims Cost

Compare your costs per member with the norm. Administrative and fixed costs are not included; prescription drug expense is included unless otherwise stated. Use this exhibit as your first indication as to whether your claims costs are in-line with your peers, based on benchmarking by location, industry and plan type.

Points to consider:

- Are your costs in-line with that of your peers?
- Is your plan design competitive?
- Do any specific utilization and cost patterns suggest areas of opportunity?
- Are your high costs claims appropriately managed?
- Do you encourage preventive care for your plan participants?
- Would a disease management program help control costs?

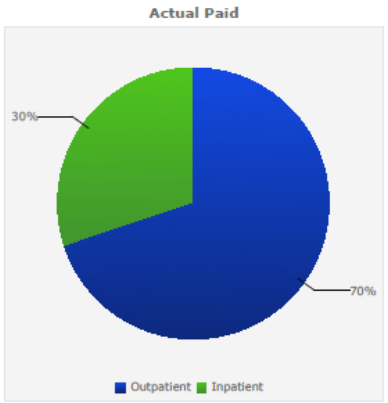


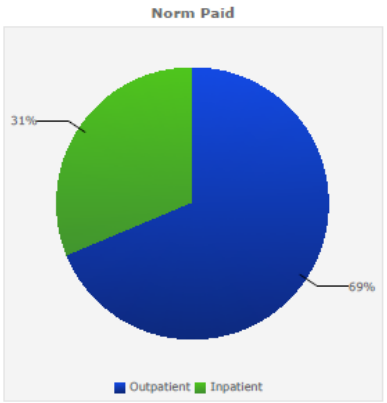
Actual medical claims/member	$5,083.77
Norm medical claims/member	$5,810.72
Percent over/under norm	-12.51%

GROUP NAME

Inpatient and Outpatient Claims

Assess how the distribution of your paid claims by inpatient versus outpatient setting compares to that of your peers. For this report, the data includes both facility fees (room and board, supplies, and ancillary services) and professional services fees (physician, surgeon, and anesthesiologist).





Network	Actual Paid	Norm Paid	Variance
Inpatient	$707,964.82	$735,519.97	-3.75%
Outpatient	$1,638,191.39	$1,610,401.62	1.73%

Points to consider:

- Is inpatient care appropriately managed?
- Are effective disease management programs in place?
- Does your network contain high-quality, fair-cost providers?
- Can your costs be reduced by using pre-authorization mandates?
- Have changing medical treatment patterns shifted medical care environments?

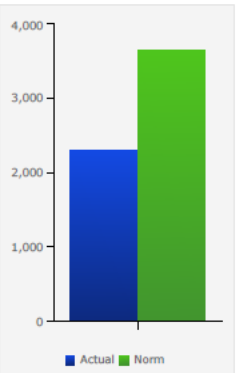
Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

GROUP NAME

Office Visits

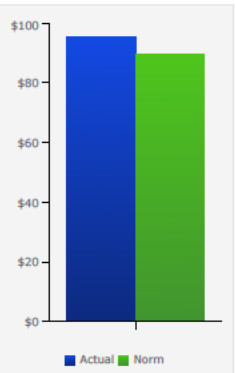
Gauge your plan's office visit utilization and costs compared to that of your peers. For this report, the data includes claims that were coded as office visit procedures.

Visits per 1000



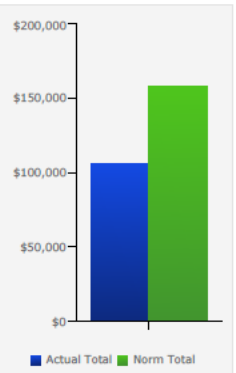
Actual visits	1,109
Norm visits	1,761
Amount over/under norm	-652
Percent over/under norm	-37.01%

Average Paid per Visit



Actual avg paid/visit	$95.50
Norm avg paid/visit	$89.51
Amount over/under norm	$5.99
Percent over/under norm	6.70%

Total Paid



Actual total paid	$105,913
Norm total paid	$157,586
Amount over/under norm	($51,673)
Percent over/under norm	-32.79%

Points to consider:

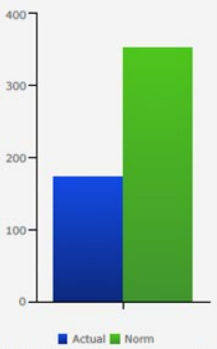
- Do you provide self-care information for common illness such as colds, ear infections, and allergies at the appropriate seasonal intervals?
- Is your plan design competitive?
- Do you encourage regular visits and follow-ups with a primary care provider?

GROUP NAME

Emergency Room Visits

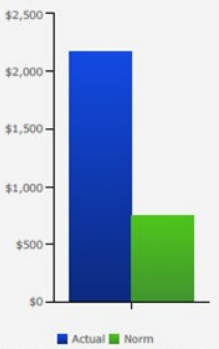
Gauge your plan's emergency room utilization and costs compared to that of your peers. For this report, the data includes claims that took place in an emergency room setting or included emergency room procedure coding.

Visits per 1000



Actual visits	84
Norm visits	171
Amount over/under norm	-87
Percent over/under norm	-50.88%

Average Paid per Visit



Actual average paid	$2,172.46
Norm average paid	$749.66
Amount over/under norm	$1,422.80
Percent over/under norm	189.79%

Total Paid



Actual total paid	$182,486
Norm total paid	$128,207
Amount over/under norm	$54,279
Percent over/under norm	42.34%

Points to consider:

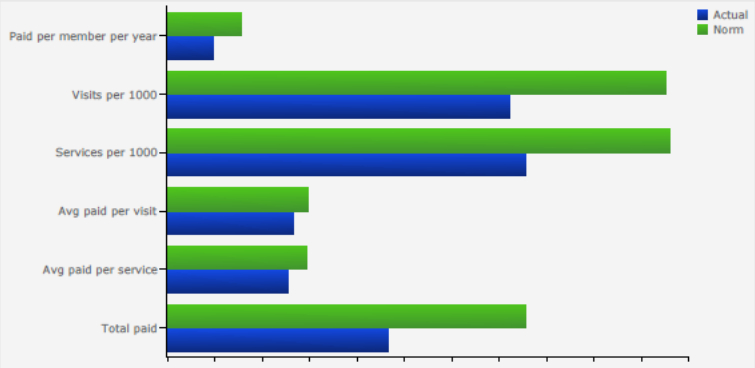
- Is your plan design competitive?
- Do your plan designs and communications encourage the use of home care, nurse lines, urgent care centers, and primary care providers?
- Are there ways to encourage use of non-emergency providers, such as workplace policies like, or making participants aware of nearby providers like urgent care centers?
- Could hand sanitizing stations or communication of self-care tips aid in reducing emergency room utilization during cold and flu season?

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

GROUP NAME

Preventive Care

Evaluate utilization and costs associated with preventive care, as defined by and compared to Truven Health Analytics Inc.



Preventive Care	Actual	Norm	Amount Over/Under Norm	Percent Over/Under Norm
Paid per member per year	$47.95	$77.95	($30.00)	-38.48%
Visits per 1000	361	526	-165	-31.40%
Services per 1000	377	530	-153	-28.80%
Avg paid per visit	$132.90	$148.20	($15.30)	-10.32%
Avg paid per service	$127.09	$147.09	($20.00)	-13.60%
Total paid	$23,257	$37,806	($14,549)	-38.48%

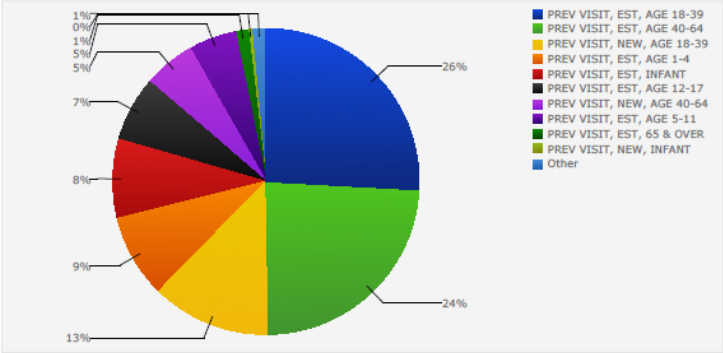
Points to consider:

- Are plan participants encouraged to use preventive care services?
- Are effective wellness initiatives in place to address needs relevant to your plan participants?

GROUP NAME

Preventive Care Top 10 Services

Evaluate your top preventive care services. This exhibit incorporates preventive care as defined by Truven Health Analytics Inc.



Service	Claims	Total Paid	Average Paid	Percent of Total Paid
PREV VISIT, EST, AGE 18-39	35	$6,015.45	$171.87	25.86%
PREV VISIT, EST, AGE 40-64	33	$5,544.41	$168.01	23.84%
PREV VISIT, NEW, AGE 18-39	15	$2,930.52	$195.37	12.60%
PREV VISIT, EST, AGE 1-4	25	$2,045.12	$81.80	8.79%
PREV VISIT, EST, INFANT	31	$1,942.92	$62.67	8.35%
PREV VISIT, EST, AGE 12-17	16	$1,593.52	$99.60	6.85%
PREV VISIT, NEW, AGE 40-64	6	$1,268.81	$211.47	5.46%
PREV VISIT, EST, AGE 5-11	14	$1,172.73	$83.77	5.04%
PREV VISIT, EST, 65 & OVER	2	$310.06	$155.03	1.33%
PREV VISIT, NEW, INFANT	4	$87.88	$21.97	0.38%

Points to consider:

- Are the types of services consistent with your demographics?
- Is there an opportunity to promote specific services through communication and education?

Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

GROUP NAME

At - A - Glance

General Information				
Total Employees				223
Total Covered Lives				485
Total Claim Charges				$5,895,085.23
Total Claim Payments				$2,346,156.21
Area	**Actual**	**Norm**	**Difference**	**Experience**
Health Plan Costs	$12,877	$11,974	**7.54%**	Unfavorable
Medical Claims Costs	$5,084	$5,811	**-12.51%**	Favorable
Inpatient Analysis - Admissions/1000	58	63	**-8.48%**	Favorable
Inpatient Analysis - Average Paid/Admission	$23,399	$21,891	**6.89%**	Unfavorable
Maternity Admissions/1000	16	26	**-36.05%**	Favorable
Maternity Average Paid/Admission	$19,120	$6,626	**188.54%**	Unfavorable
Outpatient Surgery/1000	627	1,276	**-50.88%**	Favorable
Outpatient Surgery Average Paid	$220	$138	**59.03%**	Unfavorable
Emergency Room Visits/1000	173	353	**-50.88%**	Favorable
Emergency Room Average Paid	$2,172	$750	**189.79%**	Unfavorable
Office Visits Visits/1000	2,287	3,630	**-37.01%**	Favorable
Office Visits Average Paid	$96	$90	**6.70%**	Unfavorable
Chiropractic Visits/1000	8	318	**-97.41%**	Favorable
Chiropractic Average Paid/Visit	$0	$18	**N/A**	Not Available
Physical Therapy Visits/1000	45	297	**-84.74%**	Favorable
Physical Therapy Paid/Visit	$0	$9	**N/A**	Not Available
Radiology Visits/1000	396	1,382	**-71.35%**	Favorable
Radiology Paid/Visit	$317	$261	**21.30%**	Unfavorable
IPMH Admissions/1000	2	8	**-74.67%**	Favorable
IPMH Average Paid/Admission	$0	$10,767	**N/A**	Not Available
Outpatient Mental Health Visits/1000	231	969	**-76.16%**	Favorable
Outpatient Mental Health Average Paid/Visit	$91	$107	**-15.54%**	Favorable

GROUP NAME

DATES

Disease Cost Drivers

Review which three disease categories have the most potential for cost saving opportunities. For each category, see a break-down of the number of patients treated and total amount paid.

Heart Disease Costs		Asthma/COPD Costs		Lifestyle Related Claims	
Total Costs		Total Costs		Total Costs	
735.0% ↑		651.4% ↑		65.0% ↑	
Actual paid: $205,701	Norm paid: $24,635	Actual paid: $20,166	Norm paid: $2,684	Actual paid: $566,585	Norm paid: $343,367
Total Patients		Total Patients		Total Patients	
Actual patients: 36	Norm patients: 18	Actual patients: 15	Norm patients: 5	Actual patients: 124	Norm patients: 226

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Visit Cost Drivers

Review which three visit categories have the most potential for cost saving opportunities. For each type of visit, see a break-down of the number of patient visits and total amount paid.

Inpatient Maternity Costs		Emergency Room Costs		Preventive Care Costs	
Total Costs		Total Costs		Total Costs	
84.5% ↑		42.3% ↑		38.5% ↓	
Actual paid: $152,957	Norm paid: $82,894	Actual paid: $182,486	Norm paid: $128,207	Actual paid: $23,257	Norm paid: $37,806
Total Visits		Total Visits		Total Visits	
Actual visits: 8	Norm visits: 13	Actual visits: 84	Norm visits: 171	Actual visits: 175	Norm visits: 255

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UHC Monthly Report

Employer eServices®

eServices Customer Reporting

Sample Report Package

Automated Reports

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Reports by Service Level

REPORT NAME	STANDARD
Financial	
Claim Expenses by Size of Payment	□
Claim Lag Study	□
Detail Payment †	□
Large Loss Claim Payments †	□
Payments by Benefit Type	□
Payments By Month	□
Premium vs Claims Incurred Including IBNR ±	□
Managed Pharmacy	
Managed Pharmacy Plan Performance	□
Medical	
Claim Experience	□
Healthcare Cost Management Summary	□
HRA Plan Design Status ◇	□
HRA Plan Sponsor Statement of Position ◇	□
HRA Termed Balance ◇	□
Network Utilization	□
Membership	
Membership By Month	□

□ Automated Reports are system generated on a prearranged schedule using fixed date and data parameters
± Report includes information for fully insured funding only
† Report includes information for ASO funding only
◇ Report includes HRA plan information

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Financial

Claim Expenses by Size of Payment

Payment Category	Metrics	Number of Claimants	% Claimants	Payments	% Payments
Total		**2,043**	**100.0%**	**$3,028,750.32**	**100.0%**
<$.01		19	0.9%	($4,365.19)	(0.1%)
$.01-$49		195	9.5%	5,472.25	0.2%
$50-$99		202	9.9%	$14,834.39	0.5%
$100-$249		420	20.6%	$69,991.81	2.3%
$250-$499		380	18.6%	$135,179.03	4.5%
$500-$999		302	14.8%	$215,372.49	7.1%
$1,000-$2,499		324	15.9%	$503,095.44	16.6%
$2,500-$4,999		103	5.0%	$361,542.33	11.9%
$5,000-$9,999		52	2.5%	$363,521.02	12.0%
$10,000-$14,999		22	1.1%	$257,225.76	8.5%

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Claim Lag Study

Book Year/Month	Metrics / Service Year/Month	Payments						
		2008-01	2008-02	2008-03	2008-04	2008-05	2008-06	Total
2008-01		$111,394	$0	$0	$0	$0	$0	**$111,394**
2008-02		$216,056	$167,146	$0	$0	$0	$0	**$383,202**
2008-03		$64,015	$350,339	$135,190	$0	$0	$0	**$549,544**
2008-04		$8,916	$37,311	$303,377	$166,481	$0	$0	**$516,086**
2008-05		$10,550	$18,506	$18,923	$258,669	$182,371	$0	**$489,019**
2008-06		$2,222	$6,085	$21,927	$19,803	$250,822	$185,902	**$486,760**
Total		**$413,152**	**$579,387**	**$479,417**	**$444,953**	**$433,193**	**$185,902**	**$2,536,004**

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Detail Payment

Subscriber Number	Subscriber Name	Claimant First Name	Relationship	Employment Status	Medicare Status	Benefit Type	Payment Type	Series Designator	Check Number	Service Day	Issue Day	Charge Day	Payments
00011111111	LASTNAME, A.	ANAME	Subscriber	Active	Non-Medicare	Medco Health	Other Payments, Standard	NN	00999903	2/2/2004	26-FEB-04	20-FEB-04	$18.02
									00999904	2/2/2004	26-FEB-04	20-FEB-04	$11.75
									009999:4	5/3/2004	20-MAY-04	14-MAY-04	$47.19
						Outpatient/Professional Medical	Other Payments, Standard	VE	10000001	2/2/2004	20-FEB-04	23-FEB-04	$46.43
									40000004	5/3/2004	14-MAY-04	17-MAY-04	$34.93
			Total										$158.30
	Total												$158.30
00011111112	LASTNAME, B.	BNAME	Subscriber	Active	Non-Medicare	Medco Health	Other Payments, Standard	NN	00999902	1/26/2004	12-FEB-04	06-FEB-04	$34.45
									00999905	5/24/2004	17-JUN-04	11-JUN-04	$37.39
									00999906	2/4/2004	26-FEB-04	20-FEB-04	$1.14
									00999908	4/10/2004	06-MAY-04	30-APR-04	$37.39
									009999:0	3/5/2004	25-MAR-04	19-MAR-04	$34.45
			Total										$144.82
		XNAME	Spouse	Active	Non-Medicare	Medco Health	Other Payments, Standard	NN	00999901	12/22/2003	15-JAN-04	09-JAN-04	$35.22
									00999907	2/4/2004	26-FEB-04	20-FEB-04	$18.25
									009999:1	3/3/2004	25-MAR-04	19-MAR-04	$31.42
									009999:2	4/30/2004	20-MAY-04	14-MAY-04	$48.77
						Outpatient X-Ray and Lab	Other Payments, Standard	VE	12000021	4/26/2004	07-MAY-04	10-MAY-04	$114.59
									23000032	4/26/2004	21-MAY-04	24-MAY-04	$20.30
			Total										$308.55
		YNAME	Child	Active	Non-Medicare	Medco Health	Other Payments, Standard	NN	00999909	3/25/2004	08-APR-04	02-APR-04	$6.55
						Outpatient/Professional Medical	Other Payments, Standard	VE	30000003	3/25/2004	12-APR-04	13-APR-04	$43.23
			Student	Active	Non-Medicare	Outpatient/Professional Medical	Other Payments, Standard	VE	20000002	2/16/2004	08-MAR-04	09-MAR-04	$43.23
			Total										$93.06
		ZNAME	Child	Active	Non-Medicare	Medco Health	Other Payments, Standard	NN	009999:3	5/6/2004	20-MAY-04	14-MAY-04	$61.71
						Outpatient/Professional Medical	Other Payments, Standard	VF	01000001	5/6/2004	28-MAY-04	01-JUN-04	$44.89
			Total										$106.60
	Total												$553.04
Total													$3,273,298.92

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Large Loss Claim Payments

Claimant	Relationship	Subscriber	Employment Status	Medicare Status	Policy Number	Suffix	Account	Product	HMO Account Division	Payments
First name	Child	00000000012 LASTNAME, X.	Not Active	Non- Medicare	000001234	AB	1	POS Select Plus (POS)	UNITED HEALTHCARE INC.	$231,861.76
	Total									**$231,861.76**
First name	Child	00000300123 LASTNAME, X.	Not Active	Non-Medicare	000001234	AB	1	POS Select Plus (POS)	UNITED HEALTHCARE INC.	$4,443.58
First name	**Total**									**$4,443.58**
First name	Other Dependant	00000001234 LASTNAME, X.	Not Active	Non-Medicare	000001234	AC	1	POS Select Plus (POS)	UNITED HEALTHCARE INC.	$166.597.75
First name	**Total**									**$166.597.75**
First name	Spouse	00000012345 LASTNAME, X.	Active	Non-Medicare	000001234	AB	1	POS Select Plus (POS)	UNITED HEALTHCARE INC.	$102,951.52
First name	**Total**									**$102,951.52**
Total										**$505,854.61**

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Payments by Benefit Type

Benefit Type	Relationship Group Metrics	Subscriber Payments	Spouse Payments	Dependent/Other Payments	Total Payments
50	Dental	$83,151.90	$64,115.31	$68,766.18	**$216,033.39**
70	Orthodontia	$0.00	$0.00	$8,669.29	**$8,669.29**
200	Medco Health	$351,820.43	$218,479.41	$112,327.41	**$682,627.25**
260	Inpatient Hospital Room & Board	$92,086.43	$40,053.51	$56,042.84	**$188,182.78**
270	Inpatient Hospital Miscellaneous	$336,389.41	$94,304.29	$31,004.03	**$461,697.73**
300	Outpatient Hospital Miscellaneous	$123,245.79	$126,805.98	$71,471.47	**$321,523.24**
310	Emergency Room	$34,311.85	$19,655.80	$20,616.91	**$74,584.56**
320	Surgery	$79,494.60	$88,983.14	$28,898.83	**$197,376.57**
330	Anesthesia	$28,999.63	$20,529.74	$6,595.97	**$56,125.34**
350	Assistant Surgical	$10,909.06	$1,453.11	$97.53	**$12,459.70**
360	Inpatient Medical	$19,294.39	$2,400.78	$14,588.36	**$36,283.53**
380	Other Medical	$9,095.17	$261.14	$1,077.58	**$10,433.89**
390	Chemotherapy	$127.18	$4,399.91	$789.11	**$5,316.20**
400	Radiation Therapy	$10,490.98	$53.84	$0.00	**$10,544.82**
410	Outpatient X-Ray and Lab	$197,836.80	$121,870.14	$52,511.69	**$372,218.63**
420	Outpatient Psychiatric	$7,369.57	$9,068.03	$6,776.30	**$23,213.90**
450	Comprehensive Medical Expenses	$33,353.46	$96.04	$109.13	**$33,558.63**
470	Supplemental Accident	$7,251.83	$5,189.65	$15,177.14	**$27,618.62**
Total		**$1,628,755.97**	**$970,515.94**	**$654,695.40**	**$3,253,967.31**

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Payments by Month

Book Year/Month	Benefit Payment Metrics	Medical Payments	Managed Pharmacy Payments	Dental Payments	Capitation Payments	Total Payments
2008-01		$317,226	$91,715	$31,602	$3,399	**$443,943**
2008-02		$350,872	$101,771	$28,873	$3,276	**$484,792**
2008-03		$513,536	$109,514	$39,833	$3,179	**$666,062**
2008-04		$383,653	$168,086	$44,186	$3,294	**$599,218**
2008-05		$394,700	$106,412	$32,445	$3,252	**$536,810**
2008-06		$386,409	$105,128	$47,764	$3,172	**$542,474**
Total		**$2,346,397**	**$682,627**	**$224,703**	**$19,572**	**$3,273,299**

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Premium vs Claims Incurred Including IBNR - Underwriting - Non-Standard

Year/Month	Members	Subscribers	Premium	Premium PMPM	Medical Payments	Capitation Payments	Managed Pharmacy Payments	Total Payments	Claims to Premium Ratio	Total Payments PMPM	12 Month Rolling Average PMPM
2008-01	165,814	64,789	$46,448,856	$280.13	$26,920,205	$3,907,394	$8,214,718	$39,042,318	84.1%	$235.46	$270.69
2008-02	164,912	64,945	$45,894,116	$300.67	$27,974,798	$3,903,596	$8,015,982	$39,894,376	86.9%	$261.36	$273.63
2008-03	163,541	63,127	$45,827,494	$300.72	$27,655,783	$3,895,226	$8,450,951	$40,001,960	87.3%	$262.49	$274.83
2008-04	164,236	63,879	$45,737,844	$300.85	$28,311,318	$3,885,077	$8,405,053	$40,601,448	88.8%	$267.06	$278.66
2008-05	168,784	64,984	$47,134,940	$310.54	$29,026,484	$3,876,716	$8,654,564	$41,557,765	88.2%	$273.79	$283.09
2008-06	164,222	65,632	$47,086,836	$310.59	$28,015,983	$3,860,405	$8,410,831	$40,287,219	85.6%	$265.74	$284.28
2008-07	163,124	64,124	$46,410,000	$306.17	$31,129,666	$3,861,036	$8,632,570	$43,623,272	94.0%	$287.79	$286.79
2008-08	165,219	63,555	$46,949,332	$310.07	$29,762,108	$3,847,580	$8,598,165	$42,207,853	89.9%	$278.76	$288.46
2008-09	164,547	64,875	$46,860,841	$310.44	$29,681,554	$3,835,691	$8,761,837	$42,279,081	90.2%	$293.52	$290.04
2008-10	167,945	65,845	$46,281,210	$307.49	$31,211,241	$3,825,585	$9,141,693	$44,178,519	95.5%	$280.09	$291.84
2008-11	166,457	66,901	$46,773,474	$311.80	$27,498,190	$3,822,505	$8,455,999	$39,776,694	85.0%	$280.86	$293.07
2008-12	167,855	65,974	$46,731,337	$311.75	$28,739,275	$3,815,958	$9,539,989	$42,095,222	90.1%	$265.11	$294.71

Total by Experience Period

Current Period	1,687,165	710,836	$537,767,671	$355,547,178	$41,603,325	$101,786,721	$498,937,225	92.8%	$295.73
Prior Period	1,830,646	5,035,670	$558,136,281	$345,924,044	$46,336,770	$103,282,353	$495,543,167	88.8%	$270.69

Average Membership/PMPM Premium and Payments by Experience Period

Current Period	140,597	59,236	$318.74	$210.74	$24.66	$60.33	$295.73
Prior Period	152,554	419,639	$304.88	$188.96	$25.31	$56.42	$270.69

% Change

Current Period vs Prior Period	(7.8%)	(85.9%)	4.5%	11.5%	(2.6%)	6.9%	9.2%

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Managed Pharmacy

Managed Pharmacy Plan Performance

Tier Level	Submission Method Category	Number of Claimants	Number of Prescriptions	Discounts	Ingredient Cost Paid Amount	Dispensing Fee	Sales Tax Amount	Deductible	Coinsurance/ Copay	Ancillary Amount	Employee Cost Sharing PMPM	Net Paid	Net Paid Per Prescription	Net Paid PMPM
Tier 1	Retail	1,109	4,470	$89,543	$75,368	$9,451	$222	$0	$32,223	$0	$2.28	$52,817	$11.82	$3.74
	Home Delivery	71	204	$12,819	$10,829	$0	$6	$0	$3,237	$0	$0.23	$7,598	$37.24	$0.54
Tier 2	Retail	1,080	5,300	$107,443	$527,314	$9,414	$865	$0	$81,966	$0	$5.80	$55,627	$85.97	$32.25
	Home Delivery	136	450	$29,856	$92,985	$0	$34	$0	$18,341	$0	$1.30	$74,678	$165.95	$5.29
Tier 3	Retail	642	1,824	$33,497	$166,146	$3,183	$438	$0	$53,713	$0	$3.80	$16,053	$63.63	$8.21
	Home Delivery	52	101	$5,908	$18,757	$0	$13	$0	$6,720	$0	$0.48	$12,050	$119.31	$0.85

Detail

Tier Level	Number of Claimants	Number of Prescriptions	Discounts	Ingredient Cost Paid Amount	Dispensing Fee	Sales Tax Amount	Deductible	Coinsurance/ Copay	Ancillary Amount	Employee Cost Sharing PMPM	Net Paid	Net Paid Per Prescription	Net Paid PMPM
Tier 1	1,135	4,674	$102,362	$86,196	$9,451	$228	$0	$35,460	$0	$2.51	$60,415	$12.93	$4.28
Tier 2	1,146	5,750	$137,298	$620,300	$9,414	$899	$0	$100,307	$0	$7.10	$530,306	$92.23	$37.54
Tier 3	676	1,925	$39,404	$184,903	$3,183	$450	$0	$60,433	$0	$4.28	$128,103	$66.55	$9.07

Subtotals by Tier

Metrics	Number of Claimants	Number of Prescriptions	Discounts	Ingredient Cost Paid Amount	Dispensing Fee	Sales Tax Amount	Deductible	Coinsurance/Copay	Ancillary Amount	Employee Cost Sharing PMPM	Net Paid	Net Paid Per Prescription	Net Paid PMPM
	1,619	12,349	$279,064	$891,399	$22,047	$1,578	$0	$196,200	$0	$13.89	$718,824	$58.21	$50.88

Total

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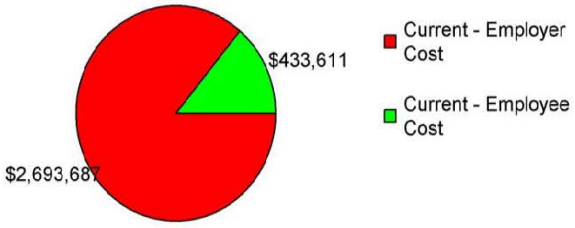
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Medical

Claim Experience

Metrics	Type of Coverage	Medical	Pharmacy
Prior - Average Number of Subscribers		875	811
Current - Average Number of Subscribers		951	912
% Change - Average Number of Subscribers		8.6%	12.5%
Prior - Average Number of Members		2,251	2,169
Current - Average Number of Members		2,402	2,355
% Change - Average Number of Members		6.7%	8.6%
Prior - Contract Size		2.57	2.67
Current - Contract Size		2.53	2.58
% Change - Contract Size		(1.8%)	(3.5%)

Enrollment Detail



Metrics	Prior Employer Cost	Prior Employer Cost Sharing	Current Employer Cost	Current Employer Cost Sharing	% Change Employer Cost Sharing
	$2,861,220	87.0%	$2,693,687	86.1%	(1.0%)

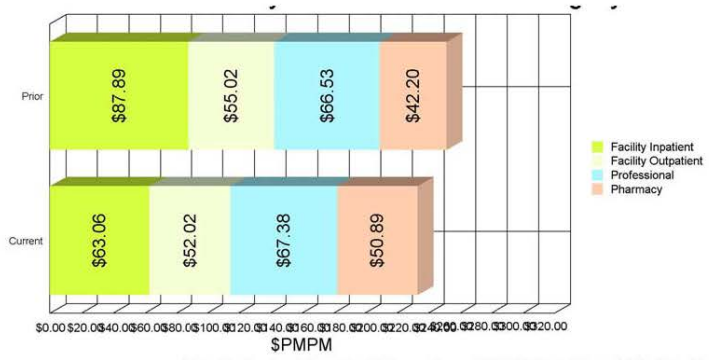
Benefit Cost Sharing Detail



Prior Benefit Cost Sharing (Prior to COB)

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Note: Professional Consists of Primary Care, OB/GYN, Specialty and Allied Health

Claim Cost by Healthcare Cost Category

	Healthcare Cost Category Rollup	Prior Total Net Paid	Current Total Net Paid	Prior - Net Paid PMPM	Current Net Paid PMPM	% Change Net Paid PMPM
1	Facility Inpatient	$1,187,027	$908,820	$87.89	$63.06	(28.2%)
2	Facility Outpatient	$747,608	$749,809	$55.35	$52.03	(6.0%)
3	Physician - Primary Care	$201,937	$219,713	$14.95	$15.25	2.0%
4	Physician - OB/GYN	$48,464	$85,142	$3.59	$5.91	64.6%
5	Physician - Specialty	$531,352	$566,519	$39.34	$39.31	(0.1%)
6	Allied Health	$116,745	$99,699	$8.64	$6.92	(20.0%)
7	Managed Pharmacy	$544,779	$718,824	$41.87	$50.88	21.5%
Total		**$3,377,912**	**$3,348,526**	**$251.64**	**$233.36**	**(7.3%)**

Claim Cost by Healthcare Cost Category Detail

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Metrics	Prior - Total Capitation Net Paid	Current - Total Capitation Net Paid	Prior - Total Capitation Net Paid PMPM	Current - Total Capitation Net Paid PMPM	% Change Total Capitation Net Paid PMPM
	$8,478	$19,563	$0.63	$1.36	116.3%

Other Claim Cost

Metrics	Prior Total Net Paid	Current Total Net Paid	Prior - Net Paid PMPM	Current Net Paid PMPM	% Change Net Paid PMPM
	$3,386,390	$3,368,089	$252.27	$234.72	(7.0%)

Total Costs

Healthcare Cost Category Detail	Metrics	Prior Number of Units	Current Number of Units	Prior Units per 1000	Current Units per 1000	Prior - Net Paid per Unit	Current Net Paid per Unit	% Change Units per 1000	% Change Net Paid per Unit
2	Facility Outpatient	5,201	4,947	2,310.5	2,059.7	$143	$152	(10.9%)	6.1%
3	Physician - Primary Care	2,542	2,641	1,129.3	1,099.6	$79	$83	(2.6%)	4.7%
4	Physician - OB/GYN	255	319	113.3	132.8	$190	$267	17.2%	40.4%
5	Physician - Specialty	1,476	1,702	655.7	708.6	$360	$333	8.1%	(7.5%)
6	Allied Health	249	272	110.6	113.2	$469	$367	2.4%	(21.8%)

Outpatient and Professional Utilization by Healthcare Cost Category

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Diagnosis Chapter Rollup	Metrics	Prior Total Net Paid	Current Total Net Paid	Prior Net Paid PMPM	Current Net Paid PMPM	% Change Net Paid PMPM
1	CIRCULATORY SYSTEM	$280,603	$479,747	$20.78	$33.29	60.2%
2	NEOPLASMS	$440,496	$352,263	$32.61	$24.44	(25.1%)
3	INJURY AND POISONING	$380,730	$268,024	$28.19	$18.60	(34.0%)
4	MUSKULO CNCTV TISSUE	$272,875	$202,001	$20.20	$14.02	(30.6%)
5	GENITOURINARY SYSTEM	$213,695	$177,593	$15.82	$12.32	(22.1%)
6	DIGESTIVE SYSTEM	$265,921	$142,089	$19.69	$9.86	(49.9%)
7	RESPIRATORY SYSTEM	$256,180	$140,856	$18.97	$9.77	(48.5%)
8	NERVOUS SYS SENSE ORGANS	$150,011	$128,186	$11.11	$8.89	(19.9%)
Total		**$2,833,133**	**$2,629,702**	**$209.77**	**$182.48**	**(13.0%)**

Cost by Diagnosis Chapter

Metrics	
Prior - Number of Days	580
Current - Number of Days	360
Prior - Days per 1000	257.7
Current - Days per 1000	149.9
Prior - Net Paid per Day	$2,069
Current - Net Paid per Day	$2,690
% Change - Days per 1000	(41.8%)
% Change - Net Paid per Day	30.0%
Prior - Number of Admissions	81
Current - Number of Admissions	80
Prior - Admissions per 1000	36.0
Current - Admissions per 1000	33.3
Prior - Net Paid per Admission	$14,819
Current - Net Paid per Admission	$12,107
% Change - Admissions per 1000	(7.4%)
% Change - Net Paid per Admission	(18.3%)

Inpatient Utilization

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Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

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Healthcare Cost Management Summary

Metrics	Physician Primary Care	Physician - OB/GYN	Physician - Specialty	Allied Health	Facility Inpatient	Facility Outpatient	Medical Pharmacy	Total
Submitted Charges	$460,902	$253,332	$1,280,446	$248,791	$1,870,877	$1,686,926	$1,290	**$5,802,563**
Savings Due to Ineligible Charges	$49,256	$69,940	$142,543	$39,023	$200,392	$174,598	$1,063	**$676,815**
Eligible Charges	$411,646	$183,392	$1,137,903	$209,768	$1,670,485	$1,512,328	$226	**$5,125,748**
Savings Due to Discounts	$131,198	$74,196	$457,038	$48,010	$705,733	$601,839	$0	**$2,018,013**
Covered Amount	$280,447	$109,196	$680,866	$161,758	$964,752	$910,490	$226	**$3,107,735**
Savings due to Deductibles	$14,591	$4,819	$33,332	$25,152	$4,823	$57,338	$0	**$140,054**
Savings due to Coinsurance	$6,109	$7,528	$41,612	$20,774	$44,444	$80,000	$0	**$200,468**
Savings due to Copays	$37,697	$4,949	$22,910	$14,340	$0	$13,193	$0	**$93,088**
Gross Payable	$222,051	$91,900	$583,011	$101,492	$915,485	$759,960	$226	**$2,674,124**
Other Savings	$2,338	$6,759	$16,492	$1,792	$6,665	$10,265	$112	**$44,422**
Net Paid	$219,713	$85,142	$566,519	$99,699	$908,820	$749,694	$115	**$2,629,702**
Net Paid PMPM	$15.25	$5.91	$39.31	$6.92	$63.06	$52.02	$0.01	**$182.48**
Net Paid as a % of Grand Total	8.4%	3.2%	21.5%	3.8%	34.6%	28.5%	0.0%	**100.0%**

HCCMS excluding Managed Pharmacy

Metrics	Submitted Charges	Savings Due to Discounts	Savings due to Deductibles	Savings Due to Coinsurance	Savings due to Copays	Net Paid	Net Paid PMPM	Net Paid as a % of Grand Total
	$1,194,088	$279,064	$0	$0	$196,200	$718,824	$50.88	100.0%

HCCMS Managed Pharmacy Costs

Metrics	
Total Deductible as a % of Total Covered Amount	3.5%

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Total Coinsurance as a % of Total Covered Amount	5.0%
Total Copay as a % of Total Covered Amount	7.2%
Total Gross Payable as a % of Total Covered Amount	84.3%
Total Other Savings as a % of Total Covered Amount	1.1%
Total Net Paid as a % of Total Covered Amount	83.2%
Submitted Charges	$6,996,652
Savings Due to Ineligible Charges	$676,815
Eligible Charges	$6,319,837
Savings Due to Discounts	$2,297,078
Covered Amount	$4,022,759
Savings Due to Deductibles	$140,054
Savings Due to Coinsurance	$200,468
Savings Due to Copays	$289,288
Gross Payable	$3,392,948
Other Savings	$44,422
Net Paid	$3,348,526
Net Paid PMPM	$233.36

Cost Sharing and Summary Statistics

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HRA Plan Design Status

HRA Plan Design Status Summary - All Coverage Tiers & Plan Labels

Start Date: 01/2006 **End Date:** 08/2007

Explanation

This report provides HRA utilization information for claims paid, given the report's date parameters, for all coverage tiers and plan labels.

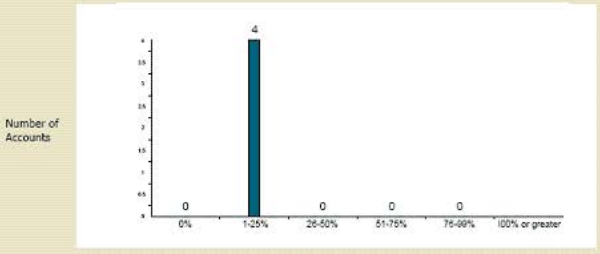
The table indicates the number and percentage of the employees and their HRA balances as a percentage of HRA contribution, given the report's date parameters.

The graph displays the same information in a bar-chart.

The number of accounts includes only those accounts that are active as of the End Date of the report. Therefore, the number of accounts may not equal the number of subscribers listed on the membership reports.

Health Reimbursement Account (HRA)

Percent of HRA Contribution Remaining	Number of Accounts	Percent of Accounts
0%	0	0.00%
1-25%	4	100.00%
26-50%	0	0.00%
51-75%	0	0.00%
76-99%	0	0.00%
100% or greater	0	0.00%
Total	4	100.00%



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HRA Plan Sponsor Statement of Position

Quarter/Year	Beginning Obligation	Initial Contribution Amount	Mid Year Contribution Amount	Termed Roll Off Amount	HRA Paid Amount	Remaining Obligation
1Q2008	$46,846.51	$37,000.00	$21,426.17	$0.00	$9,694.75	$96,077.93
2Q2008	$96,577.93	$0.00	$19,000.00	$750.00	$9,641.12	$107,686.81
3Q2008	$107,686.81	$0.00	$17,800.00	$650.00	$9,585.77	$115,251.04
4Q2008	$115,251.04	$0.00	$26,768.68	$7,419.21	$17,762.50	$551,139.59
Grand Total	**$46,846.51**	**$37,000.00**	**$84,994.85**	**$8,819.21**	**$46,684.14**	**$551,139.59**

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Attachment: RFP No. 21HRD001 Acentria Public Risk Response (3521 : Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life

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HRA Termed Balance

Term Year Num	Term Month Num	Term Qtr Year	HRA Balance
2007	8	3QTR2007	$400.00
2007	9	3QTR2007	$1,850.00
2008	1	1QTR2008	$2,012.00
2008	3	1QTR2008	$1,150.00
2008	5	2QTR2008	$1,250.00
2008	6	2QTR2008	$500.00
2008	10	3QTR2008	$975.00
2008	11	3QTR2008	$76,040.06
Total			**$84,177.06**

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Network Utilization

Metrics	Network Benefit Level Provider Participation Status Category	Network Benefits - UHG Network			Non-Network Benefits			Neutral Benefits			Total
		UHC Network Provider	Non-UHC Network Provider	Total	UHC Network Provider	Non-UHC Network Provider	Total	UHC Network Provider	Non-UHC Network Provider	Total	
Prior - Eligible Charges		$5,187,050	$268,904	**$5,455,954**	$28,309	$342,786	**$371,096**	$671	$37,908	**$38,579**	**$5,865,629**
Prior - Eligible Charges as % of Total		88.4%	4.6%	**93.0%**	0.5%	5.8%	**6.3%**	0.0%	0.6%	**0.7%**	**100.0%**
Current - Eligible Charges		$4,755,082	$27,423	**$4,782,505**	$33,389	$236,101	**$269,490**	$7,608	$66,146	**$73,754**	**$5,125,748**
Current - Eligible Charges as % of Total		92.8%	0.5%	**93.3%**	0.7%	4.6%	**5.3%**	0.1%	1.3%	**1.4%**	**100.0%**
% Change - Eligible Charges		(8.3%)	(89.8%)	**(12.3%)**	17.9%	(31.1%)	**(27.4%)**	1033.8%	74.5%	**91.2%**	**(12.6%)**
Prior - Discounts		$1,950,434	$0	**$1,950,434**	$0	$0	**$0**	$0	$0	**$0**	**$1,950,434**
Prior - Discounts as % of Total		100.0%	0.0%	**100.0%**	0.0%	0.0%	**0.0%**	0.0%	0.0%	**0.0%**	**100.0%**
Current - Discounts		$1,994,577	$0	**$1,994,577**	$0	$0	**$0**	$124	$0	**$124**	**$1,994,701**
Current - Discounts as % of Total		100.0%	0.0%	**100.0%**	0.0%	0.0%	**0.0%**	0.0%	0.0%	**0.0%**	**100.0%**
% Change - Discounts		2.3%	0	**2.3%**	0	0	**0**	0	0	**0**	**2.3%**
Prior - Discounts as % of Eligible Charges		37.6%	0.0%	**35.7%**	0.0%	0.0%	**0.0%**	0.0%	0.0%	**0.0%**	**33.3%**
Current - Discounts as % of Eligible Charges		41.9%	0.0%	**41.7%**	0.0%	0.0%	**0.0%**	1.6%	0.0%	**0.2%**	**38.9%**
Prior – Total Net Paid		$2,444,643	$138,098	**$2,582,741**	$15,275	$206,286	**$221,561**	$184	$28,647	**$28,831**	**$2,833,133**
Prior - Net Paid as % of Total		86.3%	4.9%	**91.2%**	0.5%	7.3%	**7.8%**	0.0%	1.0%	**1.0%**	**100.0%**
Current – Total Net Paid		$2,399,561	$22,851	**$2,422,412**	$12,654	$141,240	**$153,894**	$4,307	$49,090	**$53,397**	**$2,629,702**
Current - Net Paid as % of Total		91.2%	0.9%	**92.1%**	0.5%	5.4%	**5.9%**	0.2%	1.9%	**2.0%**	**100.0%**
% Change – Total Net Paid		(1.8%)	(83.5%)	**(6.2%)**	(17.2%)	(31.5%)	**(30.5%)**	2240.9%	71.4%	**85.2%**	**(7.2%)**
Prior - Employer Cost Sharing		87.5%	95.5%	**87.9%**	63.7%	73.6%	**72.8%**	30.4%	76.0%	**75.3%**	**86.3%**

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Employer eServices®

Membership by Month

Membership Year/Month	Single Subscribers	Subscribers plus Spouse	Subscribers plus Child/Children	Subscribers plus Family	Total Subscribers	Non-Positively Enrolled Dependents	Positively Enrolled Dependents	Total Members
2008-01	351	142	73	390	956	0	1,439	2,395
2008-02	351	141	75	398	965	0	1,459	2,424
2008-03	344	139	73	399	955	0	1,458	2,413
2008-04	343	139	68	399	949	0	1,450	2,399
Total	**2,065**	**834**	**421**	**2,384**	**5,704**	**0**	**8,707**	**14,411**

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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE:	**October 26, 2021**
FROM:	**Brian Walker**
SUBJECT:	**SECOND READING - an Ordinance Adopting Large Scale Comprehensive Plan Amendments in Accordance with CH. 163, Part II, Florida Statutes; Creating the Property Rights Element to Add Goals, Objectives for Property Rights in Accordance with Florida Statutes Section 163.3177(6)(I)1; Repealing All Ordinances and Parts of Ordinances in Conflict Herewith; and Providing an Effective Date.**
NUMBER:	**2021-O-3042**
APPLICANT:	**Brian Walker**
PLANNER:	

INTRODUCTION

A request by the Community Development Department, Planning Division, to approve a Large Scale Comprehensive Plan Text Amendment, creating the Property Rights Element, adding Goals, Objectives and Policies to ensure that private property rights are considered in local decision making in accordance with House Bill 59.

BACKGROUND

Under current Florida law, local governments create and adopt local comprehensive plans to control and direct land use and development within their jurisdictional boundaries. While the Florida Department of Economic Opportunity oversees the local comprehensive plan system at the state level, local governments have a great deal of independence with respect to the regulation of private land uses.

HB 59, which was signed by Governor DeSantis on June 29, 2021, became effective on July 1, 2021. The new law amends various sections of Florida Statutes related to local government regulation of land.

PROJECT DESCRIPTION

Statutory provisions in Chapter 163, Florida Statutes, related to comprehensive plans, were amended to require each local government to adopt a property rights element into their comprehensive plan. Inclusion of the property rights element is intended to protect private property rights and to ensure they are considered in local decision-making.

House Bill 59 adds Section 163.3177(6)(i), Florida Statutes. Each local government is now required to adopt a property rights element into its comprehensive plan. This new element must be adopted by the earlier of the date of its adoption of its next proposed plan amendment, or the

date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to Section 163.3191, Florida Statutes.

HB 59 includes a model property rights element that may be used for the required comprehensive plan amendment. City staff propose the following language, which is based on the model version:

PROPOSED AMENDMENT

10. PROPERTY RIGHTS ELEMENT

GOAL 1: - To respect judicially acknowledged and constitutionally protected private property rights.

Objective 1.1 - The City shall consider in its local decision-making a property owner's protected private property rights.

Policy 1.1.1 - The City shall consider in its local decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.1.2 - The City shall consider in its local decision-making, the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.1.3 - The City shall consider in its local decision-making, the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.1.4 - The City shall consider in its local decision-making, the right of a property owner to dispose of his or her property through sale or gift.

RECOMMENDATIONS

Staff recommends approval of the proposed amendment to create a Property Rights Element in compliance with HB 59 / Florida Statutes.

The item is tentatively scheduled to be heard by the City Commission for first reading on September 28, 2021, and the second reading (public hearing) is to be scheduled at the next available City Commission meeting subsequent to DEO and VGMC review.

HISTORY:

09/13/21 City Commission APPROVED AT 1ST READING
Next: 10/26/21

Mayor Via opened public participation.

Jim Legary, Hollly Hill.

Mayor Via closed public participation.

Ordinance No. 2021-3042

SECOND READING - AN ORDINANCE ADOPTING LARGE SCALE COMPREHENSIVE PLAN AMENDMENTS IN ACCORDANCE WITH CH. 163, PART II, FLORIDA STATUTES; CREATING THE PROPERTY RIGHTS ELEMENT TO ADD GOALS, OBJECTIVES FOR PROPERTY RIGHTS IN ACCORDANCE WITH FLORIDA STATUTES SECTION 163.3177(6)(I)1; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE ADOPTING LARGE SCALE COMPREHENSIVE PLAN AMENDMENTS IN ACCORDANCE WITH CH. 163, PART II, FLORIDA STATUTES; CREATING THE PROPERTY RIGHTS ELEMENT TO ADD GOALS, OBJECTIVES FOR PROPERTY RIGHTS IN ACCORDANCE WITH FLORIDA STATUTES SECTION 163.3177(6)(i)1; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3167, Florida Statutes, requires the City of Holly Hill to maintain a comprehensive plan to guide its future development and growth; and

WHEREAS, Section 163.3177(6)(i)1. Florida Statutes, requires the City of Holly Hill's Comprehensive Plan to include a property rights element; and

WHEREAS, the City of Holly Hill respects judicially acknowledged and constitutionally protected private property rights; and

WHEREAS, the City Manager has transmitted the proposed amendments and any supporting data and analyses to the Florida Department of Economic Opportunity and provided a copy of the proposed amendments to the Regional Planning Council, the St. Johns Water Management District, the County of Volusia, the Florida Departments of State, Transportation, and Environmental Protection, and to any requesting agency, within 10 days of the first reading in accordance with the requirements of § 163.3184(3)(b), Florida Statutes; and

WHEREAS, the City has reviewed the comments provided by the above referenced agencies; and

WHEREAS, the Board of Planning and Appeals, in accordance with Section 163.3174(4)(a), Florida Statutes, has held one or more public hearings with public notice, has solicited public participation in the preparation and consideration of the proposed amendments and recommends approval; and

WHEREAS, the City Manager supports the Board of Planning and Appeals recommendation.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City's Comprehensive Plan is hereby amended by creating a Property Rights element with Goals, Objectives and Policies, to read as follows (underline indicates added text):

10. PROPERTY RIGHTS ELEMENT

GOAL 1: - To respect judicially acknowledged and constitutionally protected private property rights.

Objective 1.1 - The City shall consider in its local decision-making a property owner's protected private property rights.

Policy 1.1.1 - The City shall consider in its local decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.1.2 - The City shall consider in its local decision-making, the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.1.3 - The City shall consider in its local decision-making, the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.1.4 - The City shall consider in its local decision-making, the right of a property owner to dispose of his or her property through sale or gift.

SECTION 2. It is hereby found that the proposed amendments meet the requirements of Ch. 163, Florida Statutes.

SECTION 3. Within 10 working days after the adoption of this ordinance , the City Manager shall submit a transmittal letter to the Department of Economic Opportunity and any other agency that provided timely comments, with information and attachments, in accordance with §163.3184(3)(c)2, Florida Statutes.

SECTION 4. The effective date of this plan amendment shall be in accordance with §163.3184(3) (c) 4, Florida Statutes, and Volusia Growth Management Commission's issuance of a Certificate of Consistency.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective.

APPROVED AND AUTHENTICATED on this 26th day of OCTOBER, 2021 for second and final reading.