



**REQUEST FOR PROPOSAL**  
**CITY OF NAPLES**  
**PURCHASING DIVISION**  
**CITY HALL, 735 8<sup>TH</sup> STREET SOUTH**  
**NAPLES, FL 34102**  
**PH: 239-213-7100    FX: 239-213-7105**

NOTIFICATION DATE: <b>02/21/14</b>	TITLE <b>EMPLOYEE BENEFITS</b>	NUMBER: <b>14-023</b>	OPENING DATE & TIME: <b>03/25/14 2:00 PM</b>
<b>PRE-PROPOSAL DATE, TIME AND LOCATION:</b>  <b>NONE</b>			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
PH:	EMAIL:
FX:	WEB ADDRESS:
AUTHORIZED SIGNATURE	DATE
PRINTED NAME/TITLE	

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, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Naples the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

**FEI/EIN Number** \_\_\_\_\_

Please initial by all that apply  
 I acknowledge receipt/ review of the following addendum

\_\_\_\_\_ Addendum #1     
 \_\_\_\_\_ Addendum #2     
 \_\_\_\_\_ Addendum #3     
 \_\_\_\_\_ Addendum #4

**PLEASE NOTE THE FOLLOWING:**

- > This page **must be completed and returned** with your proposal.
- > Proposals must be **submitted in a sealed envelope, marked with proposal number & closing date.**
- > Proposals received after the above closing date and time will not be accepted.
- > Proposal tabulations will be available on the City of Naples web site [www.naplesgov.com](http://www.naplesgov.com)

## GENERAL CONDITIONS

**TO INSURE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.**

- 1. SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- 2. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.
- 3. NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.
- 4. PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.
- 5. WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Policy 7-4 for up to three years.
- 6. PRICES, TERMS and PAYMENT:** Firm Prices shall be proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

  - A. TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
  - B. MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.
  - C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
  - D. SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
  - E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
  - F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing

invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.

**7. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

**8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.

**9. INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. Failure to comply with this condition will result in proposer waiving his right to dispute the proposal.

**10. CONFLICT OF INTEREST:** All proposal awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

**11. AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

**12. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

**13. SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

**14. SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before proposal opening time and date, and if not destroyed may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your

proposal. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

**15. PROPOSAL PROTEST:** The city has formal proposal protest procedures that are available on request.

**16. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering

**17. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

**18. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

**19. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

**20. PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless the City of Naples 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 used in the performance of the contract, including its use by the City of Naples. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**21. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

**22. ASSIGNMENT:** Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.

**23. LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

**24. 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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**25. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a

proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**26. COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

**27. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Naples encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.

**IF THIS PROPOSAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**28. ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive proposal requirements otherwise applying to their purchases.

**29. PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

**30. CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

**31. RENEWAL:** The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.

**32. ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.

**33. FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

**IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**34. ALTERNATIVE PROPOSALS:** Proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL". Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

**35. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

**36. PROPOSER INVESTIGATIONS:** Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**37. CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

**38. CHANGE IN SCOPE OF WORK:** The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

**39. CONTRACTOR PERSONNEL:** The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

**40. COST REIMBURSEMENT:** The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

**41. EXCEPTIONS:** Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

**42. FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

**43. FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

**44. FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

**45. INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

**46. ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

**47. QUALIFICATIONS OF PROPOSERS:** The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
- > The quality of performance of previous contracts or services.

**48. QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

**49. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

**50. REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used

shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

**51. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

**52. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

**53. STATE AND FEDERAL EMPLOYMENT LAWS:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

**54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** The contractor agrees to comply with Executive Order 12549 "Debarment and Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.

**THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER**



## GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples  
735 Eighth Street South  
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

**STATEMENT OF NO PROPOSAL**

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Naples, Purchasing Division  
City Hall, 735 8<sup>th</sup> Street South  
Naples, FL 34102  
Fax 239-213-7105

Proposal # \_\_\_\_\_ and Description: \_\_\_\_\_

We, the undersigned, decline to proposal on the above project for the following reason(s):

- \_\_\_ We are not able to respond to the Invitation to Proposal or Request for Proposals by the specified deadline.
- \_\_\_ Our Company does not offer this product or service.
- \_\_\_ Our current work schedule will not permit us to perform the required services.
- \_\_\_ Specifications are incomplete or information is unclear (Please explain below).

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ Other (Please specify below)  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_ PH \_\_\_\_\_

Name and Title of individual completing this form:

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Signature) (Date)

**REFERENCES**

**THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL**

**PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.**

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:** \_\_\_\_\_

**PROFESSIONAL SERVICES**  
**SPECIAL CONDITIONS**

**A. TERMS OF CONTRACT**

The contract period will be for three years, with two (2) one-year renewal options if mutually agreed upon by the City and awarded Firm.

**B. PROHIBITION OF CONTACT**

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

**C. REFERENCES**

Bidder must submit a minimum of three references on the form provided. Additionally, IRS W-9s will be required from vendors who are awarded contracts.

**D. STATEMENT OF NO BID**

If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid.

**E. BID FORMAT**

The Contract, if awarded, will be awarded on the basis of material and equipment illustrated and described on the Drawings or specified in the Specification. If a substitution or an "or equal" item is proposed, Proposer must submit this information to the City of Naples Purchasing Department ten (10) days prior to the Proposal Date for evaluation as an acceptable substitution or an "or equal" item. If the substitution or the "or equal" item is accepted, the City of Naples will issue an Addendum to all Proposers listing the allowable substitution or the "or equal" item. The cost of changes in related work, additional drawings which may be required to illustrate or define the substitute or "or equal" equipment and its relationship to the other parts or portions of the Work shall be paid by the Contractor. No change will be made in the amount of time in which to complete the Work or in the liquidated damages. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

**F. QUESTIONS**

Questions regarding this proposer packet must be received in writing in the Purchasing Division, NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE PROPOSAL CLOSING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.

Direct all questions to:  
Gerald "Jed" Secory, MBA / CPPO / CPM  
Purchasing Manager  
City of Naples, Purchasing Division  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
PH: (239) 213-7102 FX: (239) 213-7105  
[Jsecory@naplesgov.com](mailto:Jsecory@naplesgov.com)

## SUBMISSION CHECKLIST

Bidder should check off each of the following items as completed and submit with bid response:

CHECKLIST ELEMENTS	INCLUDED
<ul style="list-style-type: none"> <li>Submit one (1) original signature and four (4) copies of your original bid proposal / document AND a Windows© compatible PDF of the original document on a CD that is clearly labeled.</li> </ul>	
<ul style="list-style-type: none"> <li>Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation.</li> </ul>	
<ul style="list-style-type: none"> <li>Include any delivery information.</li> </ul>	
<ul style="list-style-type: none"> <li>Mandatory FORMS from this document to be included are: Cover Sheet, References Sheet, Submission Checklist Sheet, W-9 IRS form and applicable information from Sections 2 &amp; 3 of the project Scope.</li> </ul>	
<ul style="list-style-type: none"> <li>Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with any bid addendums initialed. Also, examples of vendor contracts used by the City can be found on the Naples Purchasing web site and should be reviewed by the vendor.</li> </ul>	
<ul style="list-style-type: none"> <li>Bid proposal / document needs to be received by the <b>OPENING DATE &amp; TIME</b> indicated on the Cover Sheet. The mailing envelope must be addressed to:  <div style="text-align: center;">                     City of Naples                      Purchasing Division                      735 8<sup>th</sup> Street South                      Naples, Florida 34102                 </div> </li> </ul>	
<p>The mailing envelope should be sealed and marked with:</p> <div style="text-align: center;">                     BID Number:                      BID Title:                      BID Opening Date:                 </div>	

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

*At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.*

# PROJECT SCOPE AND SPECIFICATIONS

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## SECTION 1 GENERAL INFORMATION

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### A. BACKGROUND SUMMARY

The City of Naples, FL (“City”) Group Health Program includes two self-funded medical and health advocacy plans and fully-insured reinsurance, dental and vision plans established and managed for the benefit of the employees of the City. City employees may also participate in a Medical FSA, Dependent Care FSA and/or Health Reimbursement Account (HRA). The medical plan administration, through an Administrative Services Only Agreement, is currently provided by Cigna. The current reinsurance and dental plans as well as FSA and HRA administration are also provided by Cigna. Vision insurance is provided by EyeMed.

Ceridian is the current COBRA administrator for the City for all lines of coverage. As part of their medical administration, Cigna currently includes the cost for this COBRA administration for all lines.

The purpose of this Request for Proposals (RFP) is to secure qualified and responsible companies to provide the following insurances or administration services for an effective date of **October 1, 2014**:

- ASO Medical Plan & Health Advocacy Administration
- Reinsurance
- Fully Insured Dental Insurance
- Fully Insured Vision Insurance
- Healthcare and Dependent Care FSA Administration
- HRA Administration
- COBRA Administration

The enclosed specifications include the complete set of requirements and proposal forms. Proposers are strongly encouraged to complete all proposal forms as specified and include the forms with your bid. Failure to include proposal forms may be grounds for disqualification from this RFP process.

### B. UNDERWRITING INFORMATION

The City has utilized Cigna for medical ASO, stop loss reinsurance, dental insurance and FSA/HRA administration since January 2006. EyeMed has provided vision insurance since October 2010.

Proposed Effective Date: **October 1, 2014**

It is not a requirement of this RFP that proposers provide quotes for all lines of coverage. The City is accepting quotes for one or multiple lines including health advocacy services.

All proposals should be submitted **net of all commissions.**



**ELIGIBILITY:**

Medical

The City currently offers two medical plans, an Open Access POS and a CDHP. Only International Association of Fire Fighters (IAFF) employees are eligible to enroll in the Open Access POS plan. It is the intention of the City to eliminate the Open Access POS plan effective October 1, 2014; however, based upon pending bargaining negotiations all proposers should propose pricing whether or not the City offers this plan. All active employees (including IAFF) and pre-65 retirees are eligible to enroll in the CDHP. Post-65 retirees are not eligible for benefits.

Dental & Vision

All active employees are eligible for dental and vision coverage. Pre-65 retirees are eligible to maintain the benefits in which they are enrolled at the time of retirement. Upon reaching age 65, retirees are no longer eligible for benefits.

Group Eligibility	Medical POS	Medical CDHP	Dental	Vision
Active Employees (except IAFF)	NO	YES	YES	YES
IAFF	YES	YES	YES	YES
Retirees <65	NO	YES	YES	YES
Retirees >65	NO	NO	NO	NO

**EMPLOYEE MONTHLY CONTRIBUTIONS:**

Medical POS	Active	IAFF	IAFF Retirees <65
	<i>Cigna</i>	<i>Cigna</i>	<i>Cigna</i>
Employee	n/a	\$48.71	\$974.23
Employee + 1	n/a	\$263.58	\$1,757.20
Employee + Family	n/a	\$352.70	\$2,351.32
TOBACCO SURCHARGE	\$54.16	\$54.16	\$54.16
Medical CDHP	Active	IAFF	All Retirees <65
	<i>Cigna</i>	<i>Cigna</i>	<i>Cigna</i>
Employee	\$84.08	\$28.03	\$560.51
Employee + 1	\$165.63	\$165.63	\$1,104.21
Employee + Family	\$273.25	\$273.25	\$1,821.66
TOBACCO SURCHARGE	\$54.16	\$54.16	\$54.16
Dental	Active	IAFF	All Retirees <65
	<i>Cigna</i>	<i>Cigna</i>	<i>Cigna</i>
Employee	\$0.00	\$0.00	\$30.20
Employee + Spouse	\$30.22	\$30.20	\$60.42
Employee + Child(ren)	\$46.44	\$46.44	\$76.64
Employee + Family	\$84.80	\$84.80	\$115.00
Vision	Active	IAFF	All Retirees <65
<i>VOLUNTARY</i>	<i>EyeMed</i>	<i>EyeMed</i>	<i>EyeMed</i>
Employee	\$5.41	\$5.41	\$5.41
Employee + 1	\$10.27	\$10.27	\$10.27
Employee + Family	\$15.08	\$15.08	\$15.08

**RATE HISTORY:**

<b>Medical ASO</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
<i>Self-Insured PEPM</i>	<i>Cigna</i>	<i>Cigna</i>	<i>Cigna</i>
Administrative Fee	\$27.81	\$26.66	\$26.66
Network Access Fee	\$12.88	\$12.88	\$12.88
HIPAA Certification	\$0.15	\$0.15	\$0.15
HRA Administration	\$5.96	\$5.96	\$5.96
FSA Administration	\$5.96	\$5.96	\$5.96
Health Advocacy / DM	\$9.09	\$9.09	\$9.09
Conversion Privilege	\$20,000/conversion	\$20,000/conversion	\$20,000/conversion
<b>Medical Reinsurance</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
<i>Fully-Insured PEPM</i>	<i>Cigna</i>	<i>Cigna</i>	<i>Cigna</i>
Specific Deductible	\$100,000	\$100,000/\$125,000	\$100,000/\$125,000
Aggregate Corridor	120%	120%	120%
Aggregate Factors / POS	\$898.38	\$1,202.26	\$1,202.26
Aggregate Factors / CDHP	\$743.16	\$974.31	\$974.31
Specific Rate PEPM	\$124.26	\$121.43	\$136.01
Aggregate Rate PEPM	\$5.65	\$6.50	\$6.50
<b>Dental PPO</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
<i>Fully-Insured PEPM</i>	<i>Cigna</i>	<i>Cigna</i>	<i>Cigna</i>
Employee	\$26.26	\$30.20	\$30.20
Employee + Spouse	\$52.53	\$60.42	\$60.42
Employee + Child(ren)	\$66.64	\$76.64	\$76.64
Employee + Family	\$99.99	115.00	115.00
<b>Vision</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
<i>Fully-Insured PEPM</i>	<i>EyeMed</i>	<i>EyeMed</i>	<i>EyeMed</i>
Employee	\$5.41	\$5.41	\$5.41
Employee + 1	\$10.27	\$10.27	\$10.27
Employee + Family	\$15.08	\$15.08	\$15.08

**HRA CONTRIBUTION:**

<b>CDHP Participants ONLY</b>	<b>Basic Contribution</b>	<b>Wellness Bonus*</b>	<b>Rollover Maximum</b>
<i>Self-Insured PEPY</i>	<i>Base</i>	<i>Up to \$500 per Year</i>	
Employee	\$750	\$500	\$3,500
Employee + 1	\$1,250	\$500	\$5,000
Employee + Family	\$1,500	\$500	\$6,500

\*Participants in the voluntary Wellness Bonus Incentive Program can receive additional HRA contributions from the City in the amount of \$100 per wellness target achieved up to a maximum of five targets (\$500).

## SECTION 2 RESPONSE FORMS

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**Complete all response forms applicable to the coverage you are quoting.**

**EXHIBIT I: ADMINISTRATIVE SERVICES ONLY (ASO) RESPONSE FORM**

**EXHIBIT II: REINSURANCE INSURANCE RESPONSE FORM**

**EXHIBIT III: CDHP MEDICAL PLAN & Rx RESPONSE FORM**

**EXHIBIT IV: POS MEDICAL PLAN & Rx RESPONSE FORM (IAFF ONLY)**

**EXHIBIT V: DENTAL PPO PLAN RESPONSE FORM**

**EXHIBIT VI: VISION PLAN RESPONSE FORM**

**EXHIBIT VII: HRA/FSA ADMINISTRATION RESPONSE FORM**

**EXHIBIT VIII: COBRA ADMINISTRATION RESPONSE FORM**

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**EXHIBIT I**  
**ADMINISTRATIVE SERVICES ONLY (ASO) RESPONSE FORM**

Plan	CURRENT		PROPOSED	
	CDHP	POS	CDHP	POS
Name of Network	Open Access Plus			
<b>Components of ASO Fee (PEPM)</b>				
Administrative Fee	\$26.66			
Network Access Fee	\$12.88			
HIPAA Certification	\$0.15			
HRA Admin Fee (CDHP Only)	\$5.96	n/a		
FSA Administration Fee	\$5.96			
Health Advocacy / Disease Management Fees	\$9.09			
Termination Fee	Included			
<b>TOTAL ASO FEE</b>	<b>\$54.74</b>	<b>\$48.78</b>		
<b>Rate Guarantee</b>	N/A			

***It is understood that your response is a High level summary. Please Include any and all fees associated with plan administration in your proposal response as a separate attachment. If your proposal requires additional explanation, provide additional sheets as necessary.***

Are all rates valid regardless of actual enrollment on 10/01/2014? Yes \_\_\_\_\_ No \_\_\_\_\_

**EXHIBIT II**  
**STOP-LOSS INSURANCE RESPONSE FORM**

SCHEDULE OF BENEFITS	CURRENT		PROPOSED	
	CDHP	POS	CDHP	POS
<b>SPECIFIC STOP LOSS</b>				
Individual Pooling Level	\$100,000	\$100,000		
Tiered Pooling Level	\$150,000	\$150,000		
Tiered Carrier Share	50% (maximum of 4 claims)	50% (maximum of 4 claims)		
Annual ISL Maximum	Unlimited	Unlimited		
Contract Basis	Paid in 12	Paid in 12		
Benefits Covered	ALL Medical & Rx; Excl HRA	ALL Medical & Rx; Excl HRA		
Composite Rate (PEPM)	\$136.01	\$136.01		
Enrollment	416	14		
Annual Premium	\$678,962	\$22,850		
<b>AGGREGATE STOP LOSS</b>				
Contract Basis	Paid in 12	Paid in 12		
Claims Corridor	120%	120%		
Benefits Covered	ALL Medical & Rx; Excl HRA	ALL Medical & Rx; Excl HRA		
Annual ASL Maximum	Unlimited	Unlimited		
Aggregate Premium (PEPM)	\$6.50	\$6.50		
Enrollment	419	10		
Annual Premium	\$32,448	\$1,092		
Monthly Expected Claims Cost (PEPM)	\$811.93	\$1,001.89		
Annual Expected Claims Cost	\$4,053,148	\$168,317		
Monthly Maximum Claims Cost (PEPM)	\$974.31	\$1,202.26		
Annual Maximum Claims Cost	\$4,863,778	\$201,980		
<b><i>It is understood that your response is a High level summary. Please Include any and all fees associated with plan administration in your proposal response as a separate attachment. If your proposal requires additional explanation, provide additional sheets as necessary.</i></b>				

Are all rates valid regardless of actual enrollment on 10/01/2014?

Yes\_\_\_\_\_ No\_\_\_\_\_

**EXHIBIT III**  
**CDHP MEDICAL PLAN & Rx RESPONSE FORM**

SCHEDULE OF BENEFITS	CURRENT		PROPOSED	
	<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>
<b>HRA Funding</b>				
EE / EE+1 / Family	\$750 / \$1,250 / \$1,500			
<b>Calendar Year Deductible</b>				
Employee	\$1,500	\$3,000		
Employee + 1	\$2,250	\$4,500		
Employee + Family	\$3,000	\$6,000		
<b>Coinsurance</b>				
Member Responsibility	20%	50%		
<b>Plan Year Out of Pocket Max</b>	<i>Includes Deductibles &amp; Coinsurance</i>			
Employee	\$3,000	\$6,000		
Employee + 1	\$4,500	\$9,000		
Employee + Family	\$6,000	\$12,000		
<b>Physician Services</b>				
PCP / Specialist	DED + 20%	DED + 50%		
<b>Diagnostic Services</b>				
Clinical Lab at IDTF				
X-rays at IDTF	DED + 20%	DED + 50%		
Advanced Imaging (MRI, PET)				
<b>Hospital Services</b>				
Inpatient and/or Outpatient		DED + 50%		
Physician Services at Hospital		DED + 50%		
Emergency Room	DED + 20%	DED + 20%		
Urgent Care Facility		DED + 20%		
<b>Mental Health/Substance Abuse</b>				
Inpatient and/or Outpatient	DED + 20%	DED + 50%		
<b>Rx - Retail or Mail Order</b>				
Generic	DED + 30%	DED + 50%		
Preferred Brand	DED + 40%			
Non-Preferred Brand	DED + 50%			

Are all rates valid regardless of actual enrollment on 10/01/2014?      Yes\_\_\_\_\_ No\_\_\_\_\_

**EXHIBIT IV**  
**POS MEDICAL PLAN & Rx RESPONSE FORM (IAFF ONLY)**

SCHEDULE OF BENEFITS	CURRENT		PROPOSED	
	<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>
HRA Funding				
EE / EE+1 / Family	NONE			
<b>Plan Year Deductible</b>				
Employee	\$600	\$1,500		
Employee + 1	\$1,200	\$2,500		
Employee + Family	\$1,600	\$3,500		
<b>Coinsurance</b>				
Member Responsibility	20%	50%		
<b>Plan Year Out of Pocket Max</b>	<i>Includes Coinsurance</i>			
Employee	\$2,000	\$6,000		
Employee + 1	\$3,000	\$9,000		
Employee + Family	\$4,000	\$12,000		
<b>Physician Services</b>				
PCP / Specialist	DED + 20%	DED + 50%		
<b>Diagnostic Services</b>				
Clinical Lab at IDTF				
X-rays at IDTF	DED + 20%	DED + 50%		
Advanced Imaging (MRI, PET, CT)				
<b>Hospital Services</b>				
Inpatient and/or Outpatient		DED + 50%		
Physician Services at Hospital		DED + 50%		
Emergency Room		DED + 20%		
Urgent Care Facility		DED + 20%		
<b>Mental Health/Substance Abuse</b>				
Inpatient and/or Outpatient	DED + 20%	DED + 50%		
<b>Rx - Retail or Mail Order</b>				
Generic	DED + 30%			
Preferred Brand	DED + 40%	DED + 50%		
Non-Preferred Brand	DED + 50%			

Are all rates valid regardless of actual enrollment on 10/01/2014?

Yes \_\_\_\_\_ No \_\_\_\_\_

**EXHIBIT V**  
**DENTAL PPO PLAN RESPONSE FORM**

SCHEDULE OF BENEFITS	CURRENT		PROPOSED	
	<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>
<b>Plan Basics</b>				
Annual Benefit Maximum	\$1,500			
Orthodontic Lifetime Maximum	\$1,500			
<b>Calendar Year Deductible</b>				
Single	\$50	\$50		
Family Aggregate	\$150	\$150		
Deductible Waived for Class 1	Yes	Yes		
Frequency Limit for Class 1	2 / year	2 / year		
<b>Plan Benefits</b>				
Class 1 – Preventative/Diag.	100%	100%		
Class 2 - Basic Services	80%	80%		
Class 3 - Major Services	50%	50%		
Class 4 - Orthodontic Treatment	50%	50%		
<b>Coverage Clarifications</b>				
Endodontic and Periodontics are covered as:	Class 2			
Out of Network Benefits Payable Level	80th Percentile U&C			
Waiting Period	None (Timely Entrants)			
<b>Rate Guarantee</b>	<b>N/A</b>			
<b>Monthly Rates</b>				
Employee	\$30.20			
Employee + Spouse	\$60.42			
Employee + Child(ren)	\$76.64			
Employee + Family	\$115.00			

Are all rates valid regardless of actual enrollment on 10/01/2014?      Yes\_\_\_\_\_ No\_\_\_\_\_



**EXHIBIT VI  
VISION PLAN RESPONSE FORM**

Schedule of Benefits	CURRENT		PROPOSED	
	<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>
Frequency (Exam/Lenses/Frames)	12 / 12 / 24 months			
<b>Services</b>				
Eye Exam	\$10 copay	Up to \$15 reimbursement		
<b>Lenses (per pair)</b>				
Single	\$20 copay	Up to \$8 reimbursement		
Bifocal	\$20 copay	Up to \$18 reimbursement		
Trifocal	\$20 copay	Up to \$35 reimbursement		
<b>Contact Lenses</b>				
Conventional	Up to \$105*	Up to \$84 reimbursement		
Disposable	Up to \$105	Up to \$84 reimbursement		
Medically Necessary	Paid in Full	Up to \$200 reimbursement		
<b>Frames</b>	Up to \$120**	Up to \$60 reimbursement		
<b>Rate Guarantee</b>	N/A			
<b>PREMIUM RATES</b>				
Employee	\$5.41			
Employee + 1	\$10.27			
Employee + Family	\$15.08			

**\*plus 15% off retail price over \$105**

**\*\*80% of charge over \$120**

Are all rates valid regardless of actual enrollment on 10/01/2014?

Yes \_\_\_\_\_ No \_\_\_\_\_

**EXHIBIT VII**  
**HRA/FSA ADMINISTRATION RESPONSE FORM**

SERVICE PROVIDED	PROPOSED	
	HRA Fee	FSA Fee
Per employee per month fee* or flat administration fee	\$	\$
Auto-adjudication Fee	\$	\$
Debit card fee (if separate from primary fee)	\$	\$
Setup fees (one time only)	\$	\$
Annual recurring fees (describe in detail for each fee)	\$	\$
Note any special processing charges for reimbursements.		
Direct deposit setup	\$	\$
Void and reissue of lost checks	\$	\$
Special check run	\$	\$
Debit card setup fee	\$	\$
Debit card reactivation	\$	\$
Enrollment meetings	\$	\$
Paper enrollment kits	\$	\$
Custom reporting and programming	\$	\$
Creation and review of plan document	\$	\$
Non-discrimination testing	\$	\$
Other:		
Other:		
Other:		

Are all rates valid regardless of actual enrollment on 10/01/2014?      Yes\_\_\_\_\_ No\_\_\_\_\_

**EXHIBIT VIII**  
**COBRA ADMINISTRATION RESPONSE FORM**

SERVICE PROVIDED	PROPOSED	
	COBRA Fee	
First Year Fee	\$	
Participant Takeover Fee	\$	
Monthly Administration Fee (PEPM) Based on (# of participants) Minimum monthly premium	\$ \$ \$	
Mail HIPAA Certificates of Creditable Coverage	\$	
Mail Initial COBRA Notice to current employees	\$	
Open Enrollment packets	\$	
Other:	\$	
Other:	\$	
Other:	\$	
Please Respond Yes/No to the Following Admin Services included:	YES	NO
Initial (general) notices for newly enrolled EEs		
Takeover of Existing Continuants		
Issuance of qualifying event notices		
Issuance of premium coupons		
Management and collection of premiums		
Monthly premium payments and reports to employer		
Internet and toll-free phone support		
COBRA election/cancellation notifications to EE and ER		
Manage termination dates		
Cancellation and premium rate change notifications		
Compliance monitoring		

## SECTION 3 QUESTIONNAIRE

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### General Information:

1. Include a Geographic access report that illustrates the number of:

- a. Hospitals within 10 miles.
- b. PCP's & Pediatricians within 5 miles.
- c. OB/Gyn's, within 10 miles
- d. Specialists within 10 miles.
- e. Urgent Care Centers within 10 miles.

2. What are the Average discounts for the area the census covers broken down by:

Average Discount					
Charge Type	Collier County	Lee County	Charlotte County	Sarasota County	Broward County
In-Patient Hosp	%	%	%	%	%
Out-Patient Hosp	%	%	%	%	%
Doctors	%	%	%	%	%
Urgent Care Centers	%	%	%	%	%
All Others	%	%	%	%	%

3. Please identify which of your networks are included in your proposal.
4. Do you utilize any "wrap" or leased networks not negotiated or owned by your organization?
5. Can you provide a disruption report if a list of currently utilized provider tax ID numbers are supplied?
6. Do you agree to allow Retirees to continue coverage under the same plan at the same rate as active employees?
7. Please describe your out-of-area coverage for retirees, dependent students or other dependents not residing with the employee (as a result of divorce or other reasons) but covered under their health plan.
8. Does the out-of-pocket maximum cross accumulate for both in- and out-of-network?
9. What is your company's current A. M. Best, Moody's and Standard and Poor's ratings?

**Account Services:**

10. Provide the name, title, contact information and resume of the individual who would have direct daily account responsibility for the employee benefits program(s) you are proposing. If more than one person will be filling this role, please respond with complete information for all.
11. Describe the services provided by your account service team to the employees.
12. Will you provide COBRA Administration as a part of your proposed services? If so, are the fees for the COBRA Administration included in the costs associated with your proposed programs or are there separate, additional fees?
13. For medical ASO proposers, please confirm that included in your costs are the fees for COBRA Administration services for all lines, including those placed with another carrier.
14. Do you provide any additional, non-product related, Human Resources Support? Describe the services provided.
15. What is your account team service team's average response time to client requests or questions?
16. Does your company help facilitate annual open enrollments?
  - a. Onsite meetings?
  - b. Educational materials?
17. Does your company assist with employee surveys? If so, provide a sample.
18. Do you provide reporting and staff support to assist with Medicare Part D subsidy filings? Please Explain.

**Data & Reporting:**

19. Describe the reports you will provide regarding the utilization and claims associated with the employee benefits program(s) you are proposing. Please indicate in your description if any of the reports would be provided at an additional cost over the fees associated with the programs.
20. Each proposer must confirm that they will provide the following reports upon request (possibly quarterly) of Client's Name or its Agent of Record:
  - c. Large Claimants (over \$25,000) inclusive of gender, plan, diagnosis, last date of service, prognosis and if the claimant remains covered on the plan.
  - d. Utilization reports by diagnosis, place of service, employee vs. dependent costs.
  - e. Prescription drug utilization including number of prescriptions issued for Generic vs. Brand, retail vs. mail order, top drugs paid by cost and top drugs paid by volume.
21. Provide copies of sample claims analysis reports.

22. What is your proposed frequency of reporting on utilization experience? Is there a charge for utilization data analysis?
23. Describe how your claims analysis tools vary for fully-insured benefits plans versus self-funded benefits plans.
24. Will there be online access for claim reports?
25. Does your proposal include funding for the City's chosen software system to perform online enrollment and eligibility functions?  
  
If yes, list how much is included in your proposal and explain details of your requirements and implementation procedures.
26. Can you provide claims feeds to an independent third party reporting vendor or data warehouse? If so, are there any fees associated with these feeds?

**Wellness Services:**

27. Does your company offer any wellness services or wellness programs, including wellness funds? Are there any restrictions for usage of the wellness funds? Please describe your offerings in detail.
28. Are there any additional costs to the Client or employees for participation in your wellness programs or services?
29. Does your company offer rate discounts on the proposed programs, in dollars or percent, to employer groups who implement an active, participatory Wellness Program? If so, please describe the discount model amount and requirements.
30. Will the account team assigned include a designated wellness coordinator? If so, which wellness services will be included?
31. Does your wellness program provide a proactive health education and improvement program for those with a chronic condition?
32. Does your wellness program utilize behavioral coaching principles and evidence based medicine guidelines to optimize self-management skills to foster sustained health improvement?
33. Does your wellness program include:
  - a. Chronic condition-specific coaching?
  - b. Pre- and post-discharge calls?
  - c. Lifestyle management coaching: stress, weight management, and tobacco cessation?
  - d. Treatment decision support and coaching?

**References/Other:**

34. Please provide a listing of at least three (3) references with a minimum of 300 employees for whom you provide insurance coverage for the program(s) you are proposing. Include the group name, contact name, title and phone number.

**Benefits & Claims**

35. For services received in a hospital or outpatient setting, if radiologists, anesthesiologists and pathologists are not part of the network, is the member responsibility at the in network or out of network reimbursement level?

36. Can you customize your claims adjudication system to automatically process radiology, anesthesiology and pathology claims as in network?

37. How frequently are claim payments issued?

38. Provide a detailed description of your company's claims, eligibility and coverage dispute resolution processes.

39. Are you willing to waive the actively at work, dependent non-confinement and pre-existing limitation provisions for all currently enrolled individuals on medical and dental?

40. Will you create and print SBC's for all benefits, including carve outs?

41. Is there an additional charge for creating SBC's?

42. If the client terminates coverage in the future, what is the cost, if any, to supply:

- a. Deductible history?
  - i. Medical
  - ii. Dental
- b. Maximum out of pocket history?
  - i. Medical
  - ii. Dental

43. Will you cover the cost of transferring existing mail order prescriptions from the incumbent carrier?

44. Does your prescription drug proposal(s) include Step Therapy?

45. Please outline your Specialty Drug Process.

46. Is the proposed prescription drug plan an open or closed formulary?

47. How do you handle transition of care for members currently undergoing treatment or having existing relationships with the incumbent carrier's network providers?

48. If the client elects to utilize a third party PBM, will that affect any services or costs proposed including utilization integration reports?  
If yes, please describe.

### **Renewal Planning & Additional Fees**

49. Will your company be willing and/or able to provide the annual renewal for the programs you are proposing a minimum of 120 days prior to the renewal date?
50. Will you provide a "Not to Exceed" amount prior to the renewal?
51. Are you willing to award a multi-year rate guarantee for administrative fees? If so, please provide the details of your guarantee(s).
52. Does your firm accept online payments or wired payments for premium invoices?
53. Please provide a description of all services included in your Administrative Fees.
54. Are there any additional fees for reporting? Please provide all reporting options/packages and their associated costs.
55. What is the length of any rate guarantees proposed for each employee benefits program you are proposing? Please be specific by program.
56. What additional services are available and the cost?
57. Describe any performance guarantee programs your company proposes. If your company has forfeited funds because of service problems in the last three years, please list the three largest forfeitures by dollar amount and include the group name, group address, contact person and the telephone number where they may be reached.
58. Describe any performance guarantees based on Network discount guarantees. Are large claims included in the performance guarantees?



## SECTION 4 EVALUATION CRITERIA

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### OVERVIEW

This bid is a Request for Proposals (RFP). The City of Naples shall evaluate proposals based on the following list of criteria. The evaluation committee will be approved by the City Manager from current staff professionals with the Gehring Group acting as technical advisors. Award of this RFP shall be made to the proposer(s) who, in the sole opinion of the City of Naples, would best satisfy the needs of the City of Naples. The City, at its sole discretion, may contact the references and/or visit one or more of the sites of the projects listed in response to this solicitation as a part of the evaluation process. The shortlisted proposer(s) may be interviewed for final ranking. If an interview is held, it will be half an hour in length and be equally divided between the presentation and questions and answers. The presentation time, order and date will be assigned by the City.

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

### METHOD OF AWARD

Award of this contract will be made on the basis of scope of coverage, overall costs, the ability, capacity and skill to perform services required for insurance coverage, size and adequateness of the provider network, and experience with Florida governmental entities) and such other factors as the City in its sole judgment considers relevant. The City reserves the right to accept or reject any or all Proposals, in whole and in part to waive minor discrepancies or to permit a proposer to clarify such discrepancies. It is expected that there may be some further negotiation relative to modification of coverage or cost after a particular Proposals has been accepted based on its general merit.

Following review of all RFP's, the Selection Committee will recommend one or more Proposers. Recommendations will be based on the following weighted criteria:

	<u>Points Assigned</u>
<b>A. Cost</b>	0 – 30
All proposals should be submitted net of all commissions. Evaluation will be taken from individually scored information and cost comparison from the Coverage Responses Form from Section 2.	
<b>B. Ability, capacity &amp; skill to perform services required</b>	0 – 25
Evaluation will be taken from applicable information from the Questionnaire in Section 3	
<b>C. Size &amp; adequateness of the provider network (if applicable)</b>	0 – 25
Evaluation will be taken from applicable information from the Questionnaire in Section 3	
<b>D. Experience with Florida governmental entities</b>	<u>0 – 20</u>
Evaluation will be taken from applicable information from the Questionnaire in Section 3	
	100

## **SELECTION PROCESS**

Proposals received by submittal deadline will be reviewed by the Purchasing Division to determine if each Proposer has submitted the required information and met all requirements to be responsive to the solicitation. Those proposers found to be non-responsive may be rejected from further consideration.

All responsive Proposals will be forwarded to the Gehring Group (City Consultant as technical advisors). The Gehring Group will proceed to coordinate with the Evaluation Selection Committee in public session to review and evaluate all responsive Proposals. The Evaluation Selection Committee members will consist of City Manager approved Staff, and the City may use Employee Focus Groups to assist in this review process.

The scoring will be based on all factor(s) as identified in the Evaluation Criteria, and all other pertinent data submitted. A grand total score shall be computed by the adding each Selection Committee Members score together. The firms will be ranked based upon the evaluation scoring.

## **CONTRACT PERIOD**

The contract period will be for three years, with two (2) one-year renewal options if mutually agreed upon by the City and awarded Firm.

## **NEGOTIATIONS**

They City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms for a cost or price and technical standpoint. The City reserves the right to enter into contract negotiations with the selected proposer. If they City and the selected proposer cannot negotiate a successful contract, the City will terminate said negotiations and begin negotiations with the next selected proposer. The contract will be negotiated to the best interest of the City. Best interest of the City is fully discretionary to the City's interpretation.

## **PROPOSAL / RESPONSE TAB BID FORMAT**

Bidders shall provide at minimum in their proposal the following tab bid format, items A through E. References or direction to web links will not be considered in the evaluation of the proposal.

A - Cover Letter

B - Request for Proposal Bid Submittal Forms – Minimum Requirements (Including signed Cover Sheet, References Sheet, Submission Checklist Sheet, W-9 IRS form)

C - Coverage Responses Form - from Section 2

D – Questionnaire – from Section 3

E – Ancillary Information – If Needed

**SECTION 5  
ATTACHMENTS**

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ATTACHMENT 1 ..... CIGNA CDHP MEDICAL AND RX SCHEDULE OF BENEFITS

ATTACHMENT 2 ..... CIGNA POS MEDICAL AND RX SCHEDULE OF BENEFITS

ATTACHMENT 3 ..... CIGNA CDHP MEDICAL AND RX SBC

ATTACHMENT 4 ..... CIGNA POS MEDICAL AND RX SBC

ATTACHMENT 5 ..... CIGNA MEDICAL AND RX CURRENT CONTRACT

ATTACHMENT 6 ..... MEDICAL CLAIMS EXPERIENCE

ATTACHMENT 7 ..... CIGNA DENTAL SCHEDULE OF BENEFITS

ATTACHMENT 8 ..... DENTAL CLAIMS EXPERIENCE

ATTACHMENT 9 ..... EYEMED VISION SCHEDULE OF BENEFITS

ATTACHMENT 10 ..... VISION CLAIMS EXPERIENCE

ATTACHMENTS 11..... STOP LOSS POLICY

ATTACHMENT 12 .....ROLLING 12 LARGE CLAIMS

ATTACHMENT 13 .....EMPLOYEE CENSUS (EXCEL FORMAT)

**ALL ATTACHMENTS ARE FOUND IN A SEPARATE EXHIBIT  
PARTS 1, 2, AND 3**

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