

# **REVISION TO RFP TO CORRECT DATES**

<p><b>Submit Proposal to:</b></p> <p><b>CITY OF DELTONA</b>  Attn: Kate Duffy, CPPO, CPPB  2345 Providence Blvd.  Deltona, Florida 32725  <b>Attn: Purchasing</b></p> <p><b>CLEARLY MARK SEALED ENVELOPE WITH  BID NAME AND NUMBER</b></p>	<p><b>REQUEST FOR PROPOSALS  # 26015</b></p> <p><b>BROKER/AGENT FOR INSURANCE PROGRAMS</b></p>
<p><u>Contact:</u>  Kate Duffy, CPPO, CPPB  Purchasing Manager  <a href="mailto:kduffy@deltonafl.gov">kduffy@deltonafl.gov</a>  Phone: (386) 878-8100  Fax: (386) 878-8571</p>	<p>RESPONDENTS  NAME: _____  _____  _____</p>
<p><u>Response Due Date &amp; Time:</u>  <b>FRIDAY, JANUARY 23, 2026 AT 2:30  P.M.</b></p>	<p><b>MAILING ADDRESS:</b> _____  _____  _____</p>
<p><u>Location of Public Opening:</u>  City of Deltona, 2nd Floor Conference Room  2345 Providence Blvd., Deltona, FL 32725</p>	<p>Phone#: _____</p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION**

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Respondents shall complete and submit the additional required information together with the forms herein in a binder and in the order as they are requested. All responses shall be submitted in a sealed envelope. The face of the envelope shall contain Company's name, return address, the due date and time, the RFP# and title. Companies shall submit **one thumb drive and one unbound original** of their response, complete with all supporting documentation. **Submit as one document and not separate sections.** SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR QUALIFICATIONS CONSTITUTES AN OFFER BY THE COMPANY SUBMITTING RESPONSE. RFP responses which do not comply with these requirements may be rejected at the option of the City.

**CONTACT:** All prospective Respondents are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person regarding this Request for Qualifications their or their response at any time during the RFP process. Any such contact shall be cause for rejection of your response.

**DELAYS:** The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

**EXECUTION OF RFP:** RFP must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Proposer in contractual obligations Responses must be typed or legibly printed in ink. Use of erasable ink is not permitted. The original bid conditions and specifications cannot be changed or altered in any way. Altered RFP's will not be considered. Clarification of RFP's submitted shall be in letter form, signed by proposers and attached to the RFP.

**RESPONDENT INFORMATION:** Firms shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship",

or "Partnership" portion of the RFP Information Sheet, whichever part applies, and include with their submittal.

**JOINT VENTURES:** Responses submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Request for Qualifications.

**NO RESPONSE:** If not submitting a RFP response, respond by returning only the Statement of No Response, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the proposers name from the mailing list.

**RFP OPENING:** Shall be public, at the above address, on the date and at the time specified above. The date and time shall be scrupulously observed. Under no circumstances shall submittals delivered after the time specified be considered; such Submittals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any response. It is the Respondents sole responsibility to assure that his/her submittal is complete and delivered at the proper time and place of the RFP opening. Submittals which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public RFP Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-878-2100.

**TAXES:** The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Proposer. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

**CERTIFICATES**

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

**MISTAKES:** Proposers are expected to examine the terms and conditions, specifications, delivery schedule, proposed prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT**

**PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. RFP's having erasures or corrections must be initialed in ink by the Proposer.

**AWARD TERM** The term of this award is for a period of three years with two one-year renewal options.

**INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the RFP Response Form.

**GENERAL:** The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

**ADDITIONAL TERMS AND CONDITIONS:** Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this request if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Documents are the only conditions applicable to this RFP and the Proposer's authorized signature on the RFP Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

**INTERPRETATIONS:** All Respondents shall carefully examine the RFP Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Submittals; failure to do so, on the part of the Respondent, will constitute an acceptance by the Respondent of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP Documents shall be requested in writing (facsimile transmission acceptable (386) 878-8571, and received by the City at least seven (7) calendar days prior to the RFP Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the RFP. Therefore, oral statements given before the RFP opening will not be binding. Any interpretation of, or changes to, the RFP will be made in the form of a written Addendum to the RFP and will be furnished to all Respondents through DemandStar. Receipt of all addenda shall be acknowledged by the Respondents by signing and enclosing said addenda or addendum acknowledgement with their response.

**ADDENDUM:** The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to RFP Documents, in the form of a written addendum. Should revisions to the RFP Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Respondents who received a bid package through DemandStar. All addenda are posted to the DemandStar website and current plan holders are notified that an addendum has been issued. Respondents who obtain RFP Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a RFP holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Respondent may cause your RFP to be rejected as non-responsive if you have failed to submit a RFP without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at [www.demandstar.com](http://www.demandstar.com) in order to be sure latest addendum and any prior addendum have been received.

**PROTESTS:** Any Respondent who disputes the RFP selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

**CONFLICT OF INTEREST:** All Respondents must disclose with their RFP the name of any officer, director, or Agent who is also an employee of the City. All Respondents must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

**LEGAL REQUIREMENTS:** Respondents are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Respondent shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

**DRUG-FREE WORKPLACE:** Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more RFP's which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a RFP received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**POSTING OF BID AWARD:** Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the City's Purchasing Manual, shall constitute a waiver of proceedings.

**AWARD:** 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; with one or more suppliers; to reject any or all Submittals, or waive any minor irregularity or technicality in Submittals received, award or eliminate a portion of the submittal, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Respondents are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

**EEO STATEMENT:** The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

**CONTRACTUAL AGREEMENT:** The contents of this RFP and all provisions of the successful firm's submittal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

**GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the Respondent to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

**PERMITS/LICENSES/FEES:** Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

**INDEMNIFICATION:** The Respondent, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Respondent. Further, if such a claim is made, or is pending, the Respondent may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Respondent and receive reimbursement. If the Respondent used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**ADVERTISING:** In submitting a RFP, Respondent agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

**ASSIGNMENT:** Any purchase order or contract issued pursuant to this Request for Qualifications and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

**COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:** Respondent certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Respondent further certifies that, if he/she is the successful Respondent, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Respondent.

**RESPONSIBILITY:** A Respondent must have at the time of the RFP opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product proposed, and capable of producing or providing the items proposed, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

**FACILITIES:** The City reserves the right to inspect the Respondent's facilities at any reasonable time, during normal working hours, to determine that Respondent has a bona fide place of business, and is a responsible Respondent.

**DISQUALIFICATION OF RESPONDENT:** More than one response from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Respondent is involved in more than one proposal submittal will be cause for rejection of all RFP's in which such Respondents are believed to be involved. Any or all Submittals will be rejected if there is reason to believe that collusion exists

between Respondents. RFP's in which the prices obviously are unbalanced will be subject to rejection.

**ADJUSTMENTS / CHANGES / DEVIATIONS:** No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a RFP expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Respondent shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

**PUBLIC RECORDS:** Upon award recommendation or ten (10) days after opening, whichever is earlier, RFP's become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. RFP's may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

**RFP PREPARATION COSTS:** Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Qualifications. Respondents should prepare their submittals simply and economically, providing all information and prices as required.

**ACCEPTANCE / REJECTION:** The City of Deltona reserves the right to accept or reject any or all Submittals and to make the award to that Respondent, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the response of any vendor 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 City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of respondents in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

**TERMINATION FOR CONVENIENCE** This Agreement may be terminated for convenience by the City upon thirty (30) days advance written notice to the consultant; but if any work is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the City until said work is completed by the Consultant and accepted by the City

**ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

**BROKER/AGENT SERVICE FOR INSURANCE PROGRAMS**  
**RFP#26015**

**GENERAL INFORMATION**

The City of Deltona, Florida is seeking proposals from established, qualified, Broker/Agent to service the City's employee insurance programs. The City anticipates entering into an exclusive contract with the firm/individual that is deemed to be the most advantageous for the City's purposes. Insurance programs include fully insured health insurance, dental, life/long-term disability, short term disability, and vision plans and other health related plans for City employees and their families and the City Commissioners who elect to participate in the plans. The Broker/Agent selected will be responsible for performing all services as outlined in the Scope of Services section of this RFP for the City's approximately 330 eligible employees/retirees along with their dependents. ***This RFP is for Broker/Agent Services Only. It is not a request for medical insurance or other employee benefit plans. Failure to comply with this requirement may result in disqualification.***

Each candidate is being asked to submit a formal written proposal to detail its capabilities in servicing the City of Deltona, herein referred to as "the City". The successful broker will be asked to commence servicing the accounts upon approval and award by the City. The chosen organization will be held to aggressive service requirements and high-quality standards in providing service for the City.

Requirements for submission and the selection criteria are available on [www.demandstar.com](http://www.demandstar.com). All questions pertaining to this Request for Proposals (RFP) should be directed, in writing, to:

Kate Duffy, CPPO, CPPB  
Purchasing Manager  
[kduffy@deltonafl.gov](mailto:kduffy@deltonafl.gov)

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

It is the submitter's responsibility to be sure all addenda were received. The submitter should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Submitters are required to acknowledge the number of addenda received as part of their submission of the proposal. Proposers shall submit the Addendum Acknowledgment form attached hereto as Attachment "A".

Proposers must submit one (1) response marked “Original” and one thumb drive of complete packages of the proposal in a sealed envelope. Please do not separate sections. Submit as one document. Proposals shall be addressed to:

**City of Deltona  
Attn: Kate Duffy, CPPO, CPPB  
2345 Providence Blvd.  
Deltona, Florida 32725**

**All proposals must be received by Friday, January 23, 2026 by 2:30 p.m.** Any proposals received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt Requested, hand-delivered or couriered. Faxed or e-mailed proposals will be automatically rejected. Only the names of the proposals will be read aloud at the due date and time. Proposals do not become public record until 30 days or upon Notice of Award, whichever comes first.

All proposals remain valid for a period of sixty (60) days beyond the deadline for submission and may be extended beyond that time by mutual agreement. The City will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under section 287.133(3) (d), Florida Statutes. The City of Deltona declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the City.

An award will be made to the Respondent deemed to receive the highest ranking based on the evaluation criteria included in this Request for Proposals.

The City reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for proposals, and to separately accept or reject any item or items and to award and/or negotiate a contract in the best interest of the City of Deltona.

## **BACKGROUND**

The City of Deltona is located in Central Florida. The City has approximately 330 eligible employees and retirees for insurance benefits.

This figure does not include eligible dependents, as this amount can’t be reasonably estimated.

All City insurance benefit programs will have a January 1<sup>st</sup> anniversary/renewal date. The City currently has a contract for healthcare and dental insurance with United Healthcare. Healthcare and dental coverage is for a period of one year with each renewal year contingent upon approval by both parties.

Dental insurance is provided by United Healthcare. Vision insurance is provided by United Healthcare. Other voluntary benefits include Life Insurance, short-term and long-term disability insurance benefits provided by Ochs.

## SCOPE OF WORK

The Respondent awarded the contract under this RFP shall provide comprehensive Broker/Agent Services for health, life/long-term disability, dental and vision benefits for the City of Deltona. The City requires that qualified respondents be licensed insurance agents in the State of Florida that are independent and not employees of any insurance company, third party administrative agency or provider network.

The Broker/Agent to be contracted by the City to provide insurance agent services will be expected to provide the following insurance services. These services shall include but not be limited to:

- Provide dedicated personnel to be the main contact for managing account relationships. The contact will be readily accessible to City Human Resources personnel.
- Provide general and technical guidance on employee benefit issues to include market analysis, trends, contract and statute interpretation and cost containment methods.
- Assist in servicing of implementation of employee benefit program as needed, and service subsequent year program renewals throughout the term of the contract.
- Assist in the development and review of communication materials and review for content, appearance, compliance, and accuracy.
- Assist in planning for each annual enrollment; assist the City with enrollment meetings and activities.
- Assist, as needed, with implementation of program changes when they occur.
- Assist the City on a regular basis and in a timely manner to provide information, analysis and guidance on any and all aspects of City benefit program policy and administration.
- Act as liaison between the City and insurance providers.
- Provide a qualified representative to attend meetings with City staff, Management Team, and employees as requested or needed.
- Review all plan documents for accuracy and compliance with appropriate laws and regulations, appropriateness of items to be included in a Section 125 Plan and review of annual required filings.
- Respond to questions regarding the insurance programs as may be presented by the City, and maintain verbal contact with employee benefits staff at least monthly.
- Meet with the City at regular intervals (e.g. at least quarterly) to review and discuss plan performance, premium/claims history, market trends, insurance trends, and provide observations.
- Coordinate/schedule City's annual health and wellness fair.
- Meet with the City's Employee Wellness Committee, as needed.
- Assist with implementing the Wellness Program, as needed.
- Respond to employees, as needed, to educate them on coverage questions and help them with problems.
- Present and participate in Insurance Committee meetings as necessary.
- Monitor and notify the City of major developments regarding Federal and State compliance, medical benefits, and in the medical insurance industry or with the City's insurer that may affect the City.
- Provide timely information, literature, and consultation on Affordable Care Act (ACA) and other regulations that may affect the City.

- Research and provide responses to inquiries for issues found during the monthly reconciliation of insurance premium invoices.
- Provide an estimated renewal projection in advance of renewal, based on standard underwriting formula.
- Coordinate with the City prior to renewal with an updated estimate of renewal changes in premium, along with possible changes in coverage, policy terms, etc.
- Present final renewal pricing and policy changes about 120 days before renewal. If desired by the City, formally market and prepare bid documents for employee insurance benefit programs with the current and other insurers per Florida Statute 112.08.
- Advise and assist the City in negotiating renewal rates and plan provisions.
- Coordinate with the City to assure insurers have needed information, up-to-date specifications, plan descriptions, census data, experience information, other necessary information and response format to propose competitive insurance programs.
- Assist, as needed, in helping the City reach a purchase decision if/when an RFP is issued.
- Coordinate issuance and delivery of insurance program purchased by the City and assist if any irregularities are detected.
- Compare and contrast the City's plan and performance with other like plans, if asked by the City.
- Presentations to elected officials as needed.
- Responsible for annual 1095 reporting.
- Responsible for annual retiree verification.
- Other services as mutually agreed upon.

#### Technical

- Health Plan Comparison/Utilization Analysis – The BROKER/AGENT is expected to work with the City in securing and analyzing financial and claims data from each of the carriers on a quarterly basis, and/or as requested by the City in order to monitor City benefit plans. Once analyzed, the BROKER/AGENT is expected to provide a summary explanation of the data emphasizing any important trends, emerging problems, etc. It is preferred that the BROKER/AGENT have in-house utilization analysis of all City medical relationships, including managed-care alternatives.
- Compliance – The BROKER/AGENT will advise the City on any federally mandated compliance requirements relevant to City plans and providing guidance, when requested, in developing compliance strategies.
- Actuarial Report Services – The BROKER/AGENT will assist in the preparation of materials required for an annual actuarial review of the City's Health Benefit program. This currently entails the City's annual actuarial filing pursuant to FS112.08 and GASB 75 OPEB valuation.
- Section 125 Plan – The BROKER/AGENT will participate in the review of all plan documents for accuracy and compliance with appropriate laws and regulations, and appropriateness of items to be included in the plan. This includes a review of IRS Form 5500 annually submitted by the City for accuracy and compliance.
- Wellness/Disease Management Programs- The BROKER/AGENT will assist the City in evaluation, implementing and measuring the effectiveness of wellness and disease management programs.

- Litigation – On rare occasions, the City may be involved in litigation arising from requests for proposals, contracting, or employee grievances. If such a situation should occur, the BROKER/AGENT may be expected to assist the City in providing necessary materials and testify if needed.
- Automated benefits administration and enrollment services and programs. The BROKER/AGENT shall provide secure, automated benefits administration and enrollment services.
- Training – Coordinate training; defensive driving, wellness, etc.

#### Request for Proposal Services

- Develop RFP's for various City Benefits programs.
  - In conjunction with the Human Resources department, prepare Requests for Proposals in compliance with the City's purchasing requirements, exploring all feasible plan designs, for employee benefit programs as needed.
  - Develop evaluation criteria.
  - Address any questions from vendors in the RFP process.
  - Be present and participate in oral interviews as needed.
  - Prepare a report analyzing the proposals using the evaluation criteria.
  - If requested, prepare recommendations and defend them.
- Appeals – Prepare response to any administrative RFP appeals.
  - Assist City Attorney in preparation of defense in the event litigation should result from the RFP process.
  - Testify in court at the request of the City attorney if litigation should result from the RFP process.
- Contracts
  - Assist with the development of contracts with vendors.
  - Work with the City attorney to ensure contract legality.
  - Conduct negotiations of benefits, plan design, premiums rates and performance guarantees.
- Implementation
  - Serve as an intermediary (ombudsman) between the vendors and City during the implementation of new programs.
  - Prepare rate-deduction spreadsheets.
  - Review new program announcement material for content, appearance, compliance and accuracy.
- Ongoing Contract Services
 

It is expected that the BROKER/AGENT will:

  - Participate in negotiations with vendors on proposed rates and benefits changes to existing contracts.
  - Audit existing contracts on an annual basis for satisfactory performance and contract compliance.
  - Provide quarterly written analysis of the medical plan's claims experience.

- Periodically provide market analysis of current renewal actions for similar sized employers in central Florida and analysis of quality of services and value provided by various managed care vendors.

## **MINIMUM REQUIREMENTS**

Interested parties should possess the following minimum requirements:

- The proposer shall have at least ten (10) consecutive years of experience in Florida providing brokerage and benefits consulting services to public or private entities.
- The insurance agency must have not less than 5 years of experience in providing insurance services to public sector employers. Any key staff member assigned to the City's account will be held to the same 5 years of experience requirement. The firm shall have provided such services to jurisdictions whose service populations are similar in size and complexity to the City of Deltona.
- Must have serviced an employer that had at least 300 eligible employees.
- Appointed with at least 3 insurance carriers for each type of insurance desired in this RFP.
- The proposer must be legally authorized to do business in the State of Florida and shall meet all licensing and other requirements imposed by State and Federal laws and regulations.
- The proposer shall have experienced management staff, possessing comprehensive knowledge of benefit administration pertaining to public employers.
- The proposer shall possess knowledge of applicable laws, regulations and codes and shall be familiar with local conditions and trends relating to group insurance in Florida.
- The proposer's office must provide assurance of reasonable staffing continuity over the contract period.
- Must have experience with fully and self-insured health plans.
- Must have experience with an Employee Health Clinic.

## CRITERIA AND EVALUATION OF SUBMISSIONS BY THE SELECTION COMMITTEE

A 100-point formula scoring system will be utilized by the Selection Committee based upon the following criteria:

Firm's proposal complied with instructions issued in the RFP. Noncompliance with significant instructions may be grounds for proposal disqualification.

- **Firm Proposals and Firm Experience –30 points**
  - Extent & success firm has provided to organizations similar in nature & size of the City of Deltona.
  - Firm's experience and expertise on providing insurance benefits to the public sector
  - Provide a description of the organization structure and names and office locations of the Account Manager and key personnel who will be assigned to the City's account
  - Firm's ability to communicate, work effectively and build consensus with staff, elected officials, board and committees.
  - Volume of group health, dental, vision, and life/long-term disability handled by the firm.
- **Firm's Approach –25 points**
  - Firm's ability to provide a level of service sufficient to meet the City's needs.
  - Firm's ability to produce quality and functional broker services.
  - Firm's design and staffing levels are sufficient to ensure timely completion of tasks.
  - Firm's proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by The City of Deltona
- **References –15 points**
  - Provide references from three (3) governmental entities. Name of contact, title of contact, address, phone number and email should be provided.
- **Pricing –30 points**

The proposal will be the firm's lump sum MONTHLY fee for providing the services listed in the scope of work. This fee shall be a lump sum FIXED amount. Commission as a percentage of premiums is not desired. The fee amount shall be broken down between health, life/long-term disability, dental and vision services. Selected Broker/Agent may not receive any other form of compensation, including but not limited to, bonuses, supplemental income or any form of contingency pay related to the City's policies.

The agreement resulting from this solicitation will commence on the date of award and continue for a period of three years with the option to renew for two additional one year periods. City renewal of Broker/Agent services for subsequent years will be in part dependent upon acceptability of costs, quality of service, provider stability and market conditions.

The Selection Committee will independently score each proposal and then meet and rank the proposers. The Selection Committee will short-list the proposers and may conduct interviews with the short listed proposers and shall rank the shortlisted proposers in order of preference. The Selection Committee shall submit their recommendation to the City Manager for approval.

## **DISQUALIFICATION OF RESPONDENTS**

**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 response/bid on a contract to provide any goods or services to a public entity, may not submit response/bids on leases 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. Attachment “B” must be completed, signed and included in the Respondent’s proposal.

**Conflict of Interest.** Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

**Prohibited Communication.** Any form of communication, except to the Purchasing Manager, shall be prohibited regarding this particular Request for Proposals, between:

1. Any person or person’s representative or any person on behalf of anyone seeking an award from such competitive solicitation; and
2. Any City Commissioner, Selection Committee member, City Manager, City Attorney, or any City employee not identified as a point of contact for this Request for Proposals.

The prohibited communication shall be in effect as of the date of release of this RFP. The provisions of this section shall terminate at the time the City awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

A violation of the prohibited communication section shall be cause for disqualification of the bid or proposal. The determination of a violation shall be made by the Selection Committee and communicated to the proposer.

## **EXAMINATION OF RFP DOCUMENTS**

Each Respondent shall carefully examine the RFP and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent will in no way relieve the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall at once notify the City’s Purchasing Manager in writing.

ATTACHMENT "A"

**Addendum Acknowledgment**

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.  <b>RFP#26015</b>	Addendum # _____ through # _____  Initial:  Date:
Person Completing RFP (Signature)	
Name (Printed):	Title:

>>>Failure to submit this form would have a negative impact on your evaluation score<<<

**ATTACHMENT  
"B"**

THE CITY  
OF DELTONA

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA  
STATUTES, ON PUBLIC ENTITY CRIMES

**TO BE RETURNED WITH  
BID**

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

1. This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_ (entity submitting sworn statement), whose business address is \_\_\_\_\_ and its Federal Employee Identification Number (FEIN) is \_\_\_\_\_ . (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_). \_\_\_\_\_ (please print name of individual signing), and my relationship to the entity named above is \_\_\_\_\_.
4. 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 with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction or 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. 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 to fair market value under an arm's length agreement, shall be 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 thirty-six (36) months shall be considered an affiliate.

7. 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 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.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

\_\_\_\_\_ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

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

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

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

\_\_\_\_\_  
Date

STATE OF FLORIDA  
CITY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
, who, after first being sworn by me, affixed his/her signature in the space  
provided above on this \_\_\_\_\_

\_\_\_\_\_

**CITY OF DELTONA  
FIRM INFORMATION FORM**

The information below is required to complete your bid packet. Type or print only.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Project Contact: \_\_\_\_\_

e-mail address: \_\_\_\_\_

**Remittance (Payment) Mailing Information**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Project Contact: \_\_\_\_\_

e-mail address: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

Tax ID Type:  Federal Tax ID  Social Security Number

***This Form Must Be Completed and Returned with your Submittal.***

**STATEMENT OF NO BID**

Kate Duffy, Purchasing Manager  
Purchasing Division, Finance Department  
City of Deltona  
City Hall  
2345 Providence Blvd.  
Deltona, FL 32725  
(386) 878-8570  
[kDuffy@deltonafl.gov](mailto:kDuffy@deltonafl.gov)

We, the undersigned, have declined to bid on RFP#26015 a Broker/Agent for Insurance Services for the following reason(s):

- \_ We do not offer this service\product.
- \_Our schedule would not permit us to perform.
- \_Unable to meet specifications.
- \_Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified Respondents to the City of Deltona.

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

\_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_  
(Print or type name and title of signer)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Toll Free Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Date

**DRUG FREE WORKPLACE FORM**

The undersigned Respondent, 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, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or Contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 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 this section.

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

\_\_\_\_\_  
(Authorized signature)

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

**NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT**

STATE OF ( \_\_\_\_\_ ) COUNTY OF ( \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says that:

- (1) He/she is of \_\_\_\_\_ firm, Respondent that has submitted the attached response.
- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said Respondent nor any of its officers, partners, City’s, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Respondent or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Respondent, firm or person to fix the price or prices in the attached solicitation or of any other Respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other Respondent, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Deltona, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Respondent or any of its agents, representatives, City’s, employees, or parties of interest, including affiant.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped) Notary Public \_\_\_\_\_  
(Commission Number)

## **INSURANCE REQUIREMENTS**

The Contractor/Respondent agrees to provide and maintain at all times during the term of any agreement resulting from this RFP, or for such longer periods as may be required, without cost or expense to the City of Deltona, policies of insurance insuring the Contractor/Respondent against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Contractor under the terms and provisions of this agreement. The awarded vendor shall secure and maintain, at its sole cost and expense during the contract term, the following minimum insurance coverage:

**Commercial General Liability** – Shall have minimum limits of \$100,000 Per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or completed Operations, and a Contractual Liability Endorsement.

**Workers Compensation** – Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident.

Requirements for Contractors that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below: Incorporated or unincorporated Contractors with one or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.

The City reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the insurance referenced above. A certificate of insurance indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished prior to the execution of the contract and annually upon renewal thereafter. **The respondent shall either cover any sub-Contractors on its policy or require the sub-Contractors to conform to all requirements for insurance contained herein.**

Respondent agrees that City will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City Representative. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the City on Commercial General Liability and Workers Compensation.

**AFFIDAVIT ATTESTING TO  
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of \_\_\_\_\_, a nongovernmental entity.

3. \_\_\_\_\_ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida

County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_ Personally known to me; or

\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_ Did take an oath; or

\_\_\_\_\_ Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. \_\_\_\_\_ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.  
In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Witness #1 Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_ Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_

Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_ Personally known to me; or  
\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_\_ Did take an oath; or  
\_\_\_\_\_ Did not take an oath