

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20030820**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve award of Proposal No. P-030549, Short Term Disability Insurance, to Standard Insurance Company, who offered the best overall proposal. The initial contract period would run for two years. Also request authority to renew this contract for three additional one-year periods, upon mutual agreement of both parties.

**WHY ACTION IS NECESSARY:** To establish a contract for short term disability insurance for Lee County.

**WHAT ACTION ACCOMPLISHES:** Establishes a competitive, fair market price for short term disability insurance.

**2. DEPARTMENTAL CATEGORY:**  
COMMISSION DISTRICT #

*C60*

**3. MEETING DATE:**

*08-05-2003*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE APPEALS
- PUBLIC WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE AC-4-1
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
  - B. DEPARTMENT Human Resources
  - C. DIVISION
- BY: George Williams

**7. BACKGROUND:**

In order to establish a contract for Short Term Disability Insurance for Lee County Human Resources, the Purchasing Division solicited sealed proposals for this project. Sealed proposals were received on July 1, 2003. On that date four proposals were received. The four proposals were reviewed and evaluated by both Lee County's insurance consultant (Aon Consulting), and Lee County staff members (Human Resources and Purchasing). In addition to complying with all requested plan features, Standard Insurance Company also offered the best prices.

No county funds will be expended for this insurance, county employees will pay for this coverage on a voluntary basis.

- ATTACHMENTS: (1) Tabulation Sheet (4) Summary of Prices Offered  
 (2) Specifications (5) Department Recommendation  
 (3) Standard Insurance Company's Proposal

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>George Williams</i> 7/22/03	<i>Nancy Sheehan</i> 7-16-03 <i>E. Pfaffner</i>			<i>Andrea Jester</i>	OA <i>RK</i> 7/23	OM <i>CPM</i> 7/24	Risk <i>OR</i> 7/24/03	GC <i>MS</i> 7/24/03	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
 Date: *7/23/03*  
 Time: *8:00 AM*  
 Forwarded To: *[Signature]*  
*7/23/03 3:20pm*

RECEIVED BY  
 COUNTY ADMIN: *[Signature]*  
 COUNTY ADMIN FORWARDED TO: *[Signature]*  
*7/23 5:00*  
*7/24 12:00*

ATTACHMENT #1

FORMAL PROPOSAL #P-030549		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: July 1, 2003		FOR			
BUYER: Earl Pflaumer		SHORT TERM DISABILITY INSURANCE			
		MetLife	AFLAC	Standard Insurance Company	Prudential Insurance Co. of America
<b>VENDORS</b>					
Is Proposal Signed	No	Yes	Yes	Yes	Yes
Submitted Five Copies	Yes	Yes	Yes	Yes	Yes
CD Included (five copies)	None	1 CD	5 CD	1 CD	
<b>NO BIDS</b>					
None					
<b>POSTING TIME/DATE</b>					
FROM: /					
UNTIL: /					
BY:					

# ATTACHMENT #2



**LEE COUNTY**  
S O U T H W E S T F L O R I D A

PROJECT NO.: P-030549

OPEN DATE: JULY 1, 2003

AND TIME: 2:30 P.M.

PRE-PROPOSAL MEETING:

DATE: N/A

TIME: N/A

LOCATION: N/A

# REQUEST FOR PROPOSALS

## TITLE: SHORT TERM DISABILITY INSURANCE

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

**MAILING ADDRESS**

P.O. BOX 398  
FORT MYERS, FL 33902-0398

**PHYSICAL ADDRESS**

3434 HANCOCK BRIDGE PKWY, #307  
NORTH FORT MYERS, FL 33903

**BUYER:** EARL PFLAUMER, CPPB  
PURCHASING AGENT  
PHONE NO.: (239) 689-7394

**TABLE OF CONTENTS**

***THIS DOCUMENT:***

SECTION 1	GENERAL CONDITIONS / PURCHASING REQUIREMENTS
SECTION 2	SCOPE OF SERVICES
SECTION 3	FORMS AND QUESTIONNAIRES
SECTION 4	ATTACHMENTS

**ATTACHMENTS FOR LEE COUNTY INCLUDE:**

- Attachment "A" Summary Claims History (Word)
- Attachment "B" Detail Claims History (Word)
- Attachment "C" Employees who have elected STD Coverage (Excel)
- Attachment "D" Employees who are eligible for STD Coverage (Excel)
- Attachment "E" Background & Administrative Information (Excel)
- Attachment "F" Plan Designs (Excel)
- Attachment "G" Rate Quote (Excel)
- Attachment "H" Plan Certificate (PDF)
- Attachment "I" Amendment 1 (PDF)
- Attachment "J" Amendment 2 (PDF)

***YOUR PROPOSAL TABLE OF CONTENTS:***

Your organization's response to this RFP should be organized into the following sections without deviation:

- Section 1: Signed Responses
  - Statement of Compliance
  - Lee County, Florida Proposal Price Form
  - Anti-Collusion Statement
  - Public Entity Crimes
  - Federal Debarment Certification
  - Drug-Free Workplace Certification
- Section 2: Statement of Applicant
- Section 3: Confirmations of Standards for Selection
- Section 4: Plan Design Confirmation and Plan Design Deviations
- Section 5: Additional Information Requested
- Section 6: Financial Responses
- Section 7: Exhibits (must include sample reports; enrollment, change, and termination forms)

**SECTION 1: GENERAL CONDITIONS / PURCHASING REQUIREMENTS**

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Proposals", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 689-7385.

**1. SUBMISSION OF PROPOSAL:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  - 1. Marked with the words "Sealed Proposal"
  - 2. Name of the firm submitting the quotation
  - 3. Title of the proposal
  - 4. Proposal number
  
- b. The Proposal shall be submitted in 5 copies as follows:
  - 1. The original consisting of the Lee County proposal forms completed and signed for the Minutes Department.
  - 2. A copy of the original proposal forms for the Purchasing Director.
  - 3. A second copy of the original proposal forms for use by the requesting department.
  - 4 – 5 Two (2) copies for the Consultant.
  
- c. The following should be submitted along with each proposal in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Proposal", please indicate the contents; i.e., literature, drawings, submittals, etc.
  - 1. Any information (in addition to that asked for by the specifications) necessary to analyze your proposal; i.e., non-required submittals, literature, technical data, financial statements.
  - 2. Marketing materials of a general nature.
  
- d. **ALTERNATE PROPOSAL:** If the vendor elects to submit more than one proposal, then the proposals should be submitted in separate envelopes and marked as indicated above. The second, or alternate proposal should be marked as "Alternate".

- e. **PROPOSALS RECEIVED LATE:** It is the proposer's responsibility to ensure that his proposal is received by the Division of Purchasing Services prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF PROPOSAL:** All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted to the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is proposal, it is the vendor's responsibility to name such product with his proposal and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the proposer is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications).

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the proposal all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this proposal shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a proposal attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the proposer to ensure that they are represented at the pre-bid. Only those proposers who attend the pre-bid conference will be allowed to proposal on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to “Request for Quotations” in order to be kept on the Bidder’s List. Failure to respond to three different “request for quotations” may result in the vendor being removed from the Bidder’s List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the proposal receipt deadline.
- b. Submission of a “no bid” notice prior to the proposal receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department  
Post Office Box 2238  
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this proposal.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor’s services.



10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/proposal/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/proposal/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/proposal/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/proposal/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/proposal/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/proposal/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/proposal/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/proposal/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to

evaluate the facts and merits of the Protest: and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/proposal/proposal solicitations shall set forth the following statement:

**“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”**

**11. PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$15,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF PROPOSERS** (unless otherwise noted)

Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on proposed materials, as may apply to this procurement.

14. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity. For insured proposals, each entity will be rated on a stand-alone basis based upon its own experience.

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this proposal from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

**b) Any Single Large Project**

The County, in its sole discretion, reserves the right to separately proposal any project that is outside the scope of this proposal, whether through size, complexity, or dollar value.

**c) Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this proposal from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

**d) Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statues. Proposer grants Lee County or its Designee the right to audit claim payments with regard to accuracy and compliance with the contract, as well as eligibility.

19. **DRUG FREE WORKPLACE**

Whenever two or more proposals/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the proposal response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. **TERMINATION**

Any agreement as a result of this proposal may be terminated by the County giving thirty (30) calendar days advance written notice. Successful proposer must give a minimum 270 day notice of non renewal or cancellation. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal proposal/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a proposal/proposal are subject to public disclosure and will **not** be afforded confidentiality. However, any financial information regarding unit pricing, etc. that is considered proprietary may be placed under separate envelope and identified as "TRADE SECRET".

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.



**SECTION 2: SCOPE OF SERVICES**

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1. **SCOPE OF REQUEST FOR PROPOSALS**

Lee County Government is a public sector employer located in Ft. Myers, Florida. Lee County Government has approximately 648 Active participants enrolled in the Short Term Disability program.

The Lee County Board of County Commissioners and its participating agencies, hereafter referred to as County or the Employer, is seeking proposals for Voluntary Group Short Term Disability (STD). The award will be to the company or firm, hereinafter referred to as Proposer, that best meets the requirements found herein. The final award will be based on Board approval.

The employee contributions for STD will be available on either a pre-or post-tax basis.

2. **COVERAGE SOUGHT**

The current STD plan of benefits is the preferred plan.

3. **RETIREES AND COBRA BENEFICIARIES**

STD coverage is not available to retirees or those under COBRA.

4. **EMPLOYEE BARGAINING GROUPS**

The benefits and Employer contributions are not subject to collective bargaining.

5. **PROPOSAL RETURN DATE**

Sealed Proposals will be received no later than 2:30 p.m., July 1, 2003 by the County. Proposals will not be accepted after the above specified time and date. Proposals should be addressed to:

Lee County Purchasing Division  
3434 Hancock Bridge Parkway, 3<sup>rd</sup> Floor  
N. Fort Myers, Florida 33903

One (1) original and four (4) copies must be submitted.

6. **PROPOSAL FORMAT**

The Response Forms and the RFP document are available through the County's website. Be sure to complete all responses. Census information is available via the County's website.

Each proposal must be submitted in one (1) original and four (4) copies, for a total of five (5). **The original and each copy must contain a diskette with all required responses. Be sure to include the Word responses on your diskettes.**

The Proposal must be submitted on the proposal forms provided or retyped as they appear in format, modifying only to permit full explanation of an item. Supplemental information may be attached to the proposal forms, provided it is labeled with the name of the Proposer, contact person, phone number, and the number of specific Response to which it applies. If supplemental information is required in order to respond clearly and specifically to requested services, label it to identify to which specific part of the RFP it responds. Additional information not specifically requested should be attached to the Proposal as supplemental information in an Appendix.

Proposals shall respond to each applicable item of the RFP to enable proper evaluation. If the requested information is not applicable to the Proposer, enter "Not Applicable" in the Proposal.

It is strongly suggested that the Proposal be submitted in the order requested in the RFP. Proposals shall respond to each applicable item of the RFP to enable proper evaluation. Complete, comprehensive responses, which follow the order requested, will indicate the responsiveness of the Proposer in providing the services requested by the Employer.

7. **EVALUATION CRITERIA**

The successful Proposer will be recommended to the County after careful analysis and evaluation of the responsive proposals received. The recommendation will be based upon, but not limited to, the following:

1. At least a two year rate guarantee. Three year rate guarantees (or longer) are preferred.
2. Net cost to the employees.
3. Matching the current benefit plan design, with as few deviations as possible.

4. Proposer's experience and performance, including:
  - a. Number of currently contracted employers.
  - b. Comments from client references.
  - c. Experience with public employers.
  - d. Length of time in the STD business.
  - e. Financial responsibility.
  - f. Reputation and integrity.
  - g. A.M. Best rating or similar rating services.
  - h. Licensure to conduct business in the State of Florida.
  
5. Administrative considerations, including:
  - a. Data collection and availability of data reports.
  - b. Responsiveness to RFP specification and requirements.
  - c. Completion of required RFP forms and inclusion of required materials and data.
  
6. Quality assessments, including:
  - a. Accreditation by national organizations.
  - b. Consumer evaluation reports.

8. **FINANCIAL RATING**

Only the Proposer(s) which, in the opinion of the Employer, are financially capable of providing the coverages will be considered. The current A.M. Best's (Best's) Insurance Reports and/or Standard & Poors Corporation claims-paying ability ratings will be used as a guide. A Best's rating of less than A- is not acceptable.

Proposers that are not rated by Best's or Standard & Poors must provide evidence of financial responsibility satisfactory to the Employer, e.g., similar financial rating services, audited financial statements, etc.

Financial responsibility of a proposing downstream or subsidiary company must be guaranteed in writing by the parent company by endorsement of the contract as follows:

"In the event that (the Proposer) is unable to pay any claim payable within the time and in accordance with the terms and provisions set forth in the above-referenced agreement, the (Parent Company) hereby agrees to make such payment therefore in accordance with the terms and provisions of such agreement".

9. **AUTHORIZED INSURERS**

Representing or aiding any unauthorized insurer of insurance product is prohibited by Florida Statutes. Proposals which include insurance proposed by unauthorized insurers will be deemed non-responsive to the RFP.

Any proposal may be withdrawn prior to the date and time set above for the submission of the proposals. Any Proposer wishing to withdraw his proposal must do so in writing. Any proposals not so withdrawn shall constitute an irrevocable offer, through August 1, 2003, to sell to the Employer the services set forth in these specifications or until one or more of the proposals have been selected and contracted.

10. **VERIFICATION MEETINGS**

The Employer may wish to hold separate verification meetings with certain of the Proposers to further verify the form and substance of their respective proposals relative to coverages, service and price (the Verification Meeting).

Proposer(s) selected for Verification Meetings should have in attendance a company representative authorized to make binding decisions relative to the proposal, as well as those individuals with whom the Employer would have contact in the day-to-day handling of the account. Failure to have such persons present may subject the proposer to disqualification.

11. **ADDENDA**

If any Addenda are issued to this Request for Proposals (RFP), a good faith attempt will be made to deliver a copy of each to all prospective Proposers who picked up or were mailed a RFP. However, prior to submitting the proposal, it shall be the sole responsibility of each Proposer to contact the Division of Purchasing, to determine if Addenda were issued and, if so, to obtain such Addenda for attachment to the Proposal.

12. **DEVIATIONS FROM REQUESTED PROGRAM**

The contract terms and conditions stipulated in this RFP are those desired by the Employer and preference will be given to those proposals in full or substantial compliance therewith. However, after allowance for any deviations, all proposals will be considered. Proposers are cautioned that restrictive deviations from the desired program must be clearly stated in the Proposal on the Deviations and Exceptions response.

13. **TERM OF CONTRACT**

The term of this contract shall be for an initial period of twelve (12) months commencing about August 1, 2003. It shall be renewable for an additional twelve (12) months commencing about August 1, 2004. It shall be renewable for an additional twelve (12) month period commencing about August 1, 2005. The contract may be renewed for up to an additional two (2) years upon mutually satisfactory condition. (five years' total duration.)

Rate and fixed cost guarantees or defined-terminology, quantifiable rate caps are solicited. All rates and fixed costs must be guaranteed for the initial contract period, unless there is a change in federal and/or state law which substantially modifies plan benefits or eligibility. In the latter case, rate changes will be negotiated between the Employer and the Proposer.

Each annual renewal is subject to the approval of the Employer.

14. **WAIVER AND/OR REJECTION OF PROPOSALS**

The Employer reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgement, best serves the interest of the Employer or to award a contract to the next most qualified Proposer if a successful Proposer does not execute a contract with thirty (30) days after the award by the County.

15. **NEGOTIATION**

The Employer, at its option, may undertake simultaneous negotiations with those Proposers who have submitted reasonable and timely proposals and which are found to be fully qualified and capable of meeting all servicing requirements. (As permitted by Florida Statutes §112.08.)

The Employer shall determine which of the Proposers, if any, with whom it wishes to negotiate based on preliminary analysis of those most capable of meeting the financial and servicing requirements set forth in the RFP.

16. **HOLD HARMLESS**

As respects acts, errors, or omissions in the performance of professional service, the selected Proposer agrees to pay on behalf of and hold harmless, indemnify, and defend the Employer, its officers, elected officials, and employees from and against any and all claims, action, loss, demands, defense costs, liability or consequential damages of any kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of, or incidental to, the performance of the contract to be executed or work performed thereunder.

17. **AUTHORIZED SIGNATURE**

The signature on the Proposer's Warranty must be that of an officer of the company making the proposal. This manual signature shall pertain to the entire proposal. The original proposal submitted shall contain an original signature on the Proposer's Warranty page. This signature may not be disavowed by any other officer, even if the signing officer is no longer with the company. An officer of the proposing company must also sign any Addenda submitted with the proposal.

18. **CONTRACT-DOCUMENT PRIORITY**

Winning Proposer shall execute a Service Standards Agreement with the Employer that shall include the requirements set forth in this RFP, the proposal, and modifications to either of these documents subsequently agreed upon during negotiations between the parties.

In the event of conflict between any of the following documents, the language of the applicable documents listed first shall control over the conflicting provisions of any documents listed subsequently:

1. First, the Service Standards Agreement;
2. Second, the Proposal;
3. Third, the Request for Proposal; and
4. Fourth, the Group Plan or Policy Document.

19. **COMMISSIONS**

If you must name an Agent of Record, the County reserves the right to initially name or rename any brokers and/or Agents of Record at any time.

No more than one proposal will be received from any one vendor. Multiple submissions through Brokers/Agents of Records will cause your proposal to be considered non-responsive. If an agent is utilized, that agent is expected to assist Staff with case installation, communication, enrollment and ongoing claims service issues. For evaluation purposes, only the qualifications of the proposing STD insurer will be considered.

Aon Consulting may not participate in submitting an RFP response under its contract with the County.

20. **INDEMNIFICATION**

After notification of award, the successful Proposer shall Indemnify and Save Harmless Lee County, Florida, as specified in Florida Statutes. Nothing in the award, resulting agreement, contract or purchase order shall be deemed to affect the rights privileges and immunities of the County as set forth in Florida Statutes.

21. **SUNSHINE LAW**

When doing business on behalf of or with the Employer, Proposers, their agents and/or associates are subject to the provisions of the Florida Sunshine Law and the Florida Records Act.

22. **AWARD AND CONTRACT**

Following the selection of the top-ranked Proposer(s), a contract will be negotiated with the most qualified firm to provide the requested services. Upon reaching an agreement, the recommendation of award shall be submitted to the County for approval and execution. The Employer retains the right to use any ideas or information obtained from or as a result of any proposal submitted in response to this RFP.

A “final and best offer” may be accepted. However, each Proposer is encouraged to set the initial Proposal price according to its best offer, as initial evaluations will consider the Proposal price and there may not be an opportunity for a “final and best offer”.

Contract(s) are non-cancelable by the Proposer for any reason other than non-payment of premiums during each contract year.

23. **SPECIMEN FORMS OR CONTRACTS**

Specimen policies and/or contracts for services proposed must be included for the proposal to be considered responsive. However, the attachment of specimen forms, policies and/or contracts to the proposal shall not constitute notice to the Employer of the Proposer’s intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise on the Deviation and Exceptions response, the attachment of specimen document(s) shall be deemed to be an offer in at least full compliance with the RFP and the Proposer expressly agrees to reform said document(s) to the extent inconsistent in a restrictive manner from the specifications in this RFP. Proposing insurer must be willing to refile its plan to match to Proposal, if it currently does not.

24. **NON-WARRANTY OF SPECIFICATIONS**

Due care and diligence have been exercised in the preparation of the RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with the Proposer. Neither the Employer nor its representatives shall be responsible for any error or omission in the RFP nor for the failure on the part of the Proposer to determine the full extent of the exposures.

25. **TERMS AND CONDITIONS**

1. The Employer reserves the right to reject any and all proposals when to do so is in the best interest of the County. The Employers also reserves the right to request clarification of information from any Proposer.
2. The Employer reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the Employer.
3. The Employer will not reimburse Proposers for costs associated with the preparation, submission or requested clarification of any proposal.
4. The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Florida Statutes.

26. **TRANSFERRED BUSINESS LIMITATIONS**

Limitations on transferred business will not be permitted. Full take-over benefits will apply to all participants in the Employer's current Group Medical Program.

27. **VENDOR QUESTIONS REGARDING SPECIFICATIONS**

There will be no prebid conference held for this project. However, any questions you have can first be addressed by calling the buyer listed on the front page of the proposal package, if he cannot answer your question, then you can submit them by fax or e-mail. The cut-off date for questions is Friday, June 20, 2003.



**SECTION 3: FORMS AND QUESTIONNAIRES**

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**STATEMENT OF COMPLIANCE**

*(To be signed and included in front of Section 1 of your organization's proposal)*

I/(WE) HEREBY CERTIFY, that all requirements contained in this proposal specification have been read, understood, and complied with in the attached proposal. I/(We) understand if selected, Lee County Government may select one or a combination of the items presented. My/(our) proposal as herein submitted shall be considered valid until August 1, 2003. If my/(our) proposal is accepted by the Lee County Government, I/(we) agree to abide by all requirements of this specification and to provide all reports specified on a timely basis.

Company\_\_\_\_\_

By\_\_\_\_\_ *Signature of Company Officer*

Date\_\_\_\_\_

\_\_\_\_\_  
*Name (printed)*

Telephone\_\_\_\_\_

\_\_\_\_\_  
*Title*

**LEE COUNTY, FLORIDA  
PROPOSAL PRICE FORM FOR:  
SHORT TERM DISABILITY INSURANCE**

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: \_\_\_\_\_

Proposers should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the proposal may be grounds to reject the proposal.

Are there any modifications to the proposal or specifications?

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

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposer being declared nonresponsive or to have the award of the proposal rescinded by the County.

MODIFICATIONS:

Proposer shall submit his/her proposal on the County's Proposal Price Form, including the firm name and authorized signature. Any blank spaces on the Proposal Price Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Lee County's Form may result in the Proposer/Proposal being declared non-responsive by the County.

**ANTI-COLLUSION STATEMENT**

**THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

FIRM NAME \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID # OR S.S.# \_\_\_\_\_

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

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE/PAGER NO.: \_\_\_\_\_

LEE COUNTY OCCUPATIONAL LICENSE NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

REV: 7/28/00

**PUBLIC ENTITY CRIMES**

Per the provisions of Florida Statute 287.133 (2) (A), "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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Florida Statute 287.017 For **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list."

Company Official Signature \_\_\_\_\_  
Date: \_\_\_\_\_

**FEDERAL DEBARMENT CERTIFICATION**

Certification regarding debarment suspension, ineligibility and voluntary exclusion.

- (1) The prospective lower tier (\$25,000) participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Official Signature \_\_\_\_\_  
Date: \_\_\_\_\_

**DRUG-FREE WORKPLACE CERTIFICATION**

The bid preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the united states or any state, for a violation occurring in the workplace no later than five (5) 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 FIRM COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.**

Company Official Signature \_\_\_\_\_  
Date: \_\_\_\_\_

**STATEMENT OF APPLICANT**

---

1. Legal Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
Address of Proposed Office in Charge, if different: \_\_\_\_\_  
Contact Person and Position: \_\_\_\_\_  
Telephone: \_\_\_\_\_
  
2. Underline One: Corporation, Partnership, Individual, Joint Venture or Other
  
3. If Corporation: Date of Incorporation: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
  
If out-of-state Corporation currently authorized to do business in Florida, give date of such authorization: \_\_\_\_\_  
  
Names and Titles of Principal Officers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Name and Address and amount of ownership of all stockholders owning more than 10 percent of the company: \_\_\_\_\_  
\_\_\_\_\_
  
5. If Partnership: Date of Organization: \_\_\_\_\_  
Nature of Partnership (General, Limited, or Association): \_\_\_\_\_  
Name and Address of Partners: \_\_\_\_\_  
\_\_\_\_\_
  
6. If Individual: Name and Address of Owner: \_\_\_\_\_  
\_\_\_\_\_
  
7. Under what other or former names has your organization operated? \_\_\_\_\_  
\_\_\_\_\_
  
8. Please provide two (2) references of current clients of similar size to that of COUNTY (preferably in the greater Lee County area), including one from a municipality of over 2,500 employees. Include the following information: client name and location, length of relationship, and contact person/phone number  
  
Please provide one (1) references of a *former* client (preferably in the greater Lee County area). Include the following information: client name and location, length of relationship, and contact person/phone number.

9. State whether the firm has offices and representatives in the State of Florida and/or in Lee County.
10. Identify the individual that would have overall responsibility for the proposed services. Indicate whether your firm is licensed to do business in the State of Florida.
11. Describe any litigation or regulatory action filed against your firm in the last three (3) years, and the resolution thereof.
12. Discuss your firm's ability to ensure that all work will be done in compliance with applicable Federal, State and regulatory provisions.
13. Discuss your firm's ability to dedicate resources necessary to respond to COUNTY's projects.



# ATTACHMENT #3

LEE COUNTY, FLORIDA  
PROPOSAL PRICE FORM FOR:  
SHORT TERM DISABILITY INSURANCE

REVISED PROPOSAL PRICE FORM AS OF 6/30/03

DATE SUBMITTED: June 26, 2003

VENDOR NAME: **Standard Insurance Company**

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

**The Standard will be providing Lee County with an STD quote with the following age rated rates:**

<u>Age</u>	<u>Per \$10 of Insured Weekly Payroll</u>
>30	.47
30-39	.24
40-49	.28
50-59	.33
60-69	.47
70+	.79

**As The Standard is the current inforce carrier, we will be duplicating our current inforce policy.**

The undersigned acknowledges receipt of Addenda numbers: No Addenda issued

Signature: Susan C. Murphy  
Name & Title: Susan C. Murphy, 2<sup>nd</sup> Vice President

Proposers should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the proposal may be grounds to reject the proposal.

Are there any modifications to the proposal or specifications?

Yes  No

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposer being declared nonresponsive or to have the award of the proposal rescinded by the County.

MODIFICATIONS:

**As The Standard is the current inforce carrier, we will be maintaining our current STD policy with Lee County.**

Proposer shall submit his/her proposal on the County's Proposal Price Form, including the firm name and authorized signature. Any blank spaces on the Proposal Price Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Lee County's Form may result in the Proposer/Proposal being declared non-responsive by the County.

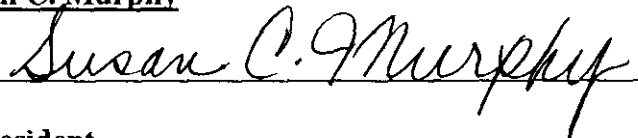
**ANTI- COLLUSION STATEMENT**

**THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

FIRM NAME Standard Insurance Company

BY (Printed): Susan C. Murphy

BY (Signature):



TITLE: 2<sup>nd</sup> Vice President

FEDERAL ID # OR S.S.# #93-0242990

ADDRESS: 550 W. Cypress Creek Road, Ste. 320, Fort Lauderdale, FL 33309

PHONE NO.: 954-771-6828 or 800-530-2291

FAX NO.: 954-771-7086

CELLULAR PHONE/PAGER NO.: Not Available

LEE COUNTY OCCUPATIONAL LICENSE NO.: The Standard has provided a copy of our Florida license.

E-MAIL ADDRESS: smurphy@standard.com

REV: 7/28/00



## Request for STD Proposal (RFP) for Lee County Government

## Plan Designs - STD

STD BENEFIT PROVISIONS	IN-FORCE PLAN DESIGN	DEVIATIONS
Weekly Benefit (% of weekly earnings)	60%	No Deviations
Minimum Weekly Benefit	\$50	No Deviations
Maximum Weekly Benefit	\$1,000	No Deviations
Waiting Period	60 Days	No Deviations
Elimination Period-Injury	8th Day	No Deviations
Elimination Period-Sickness	8th Day	No Deviations
Benefit Duration (Weeks)	11	No Deviations
DEFINITIONS		
Class:		
Class 1:	Emergency Medical Technicians, Paramedics, Communications Operators and Public Safety Supervisors	No Deviations
Class 2:	All other members	No Deviations
Members:		
	An active employee of the employer; and regularly working at least 40 hours each week.	No Deviations
Disability:		
	Unable to perform with reasonable continuity the material duties of your own occupation.	No Deviations
Partial Disability:		
	As a result of Sickness, Injury or Pregnancy are unable to earn more than the Partial Disability Income Percentage.	No Deviations
Leave of Absence Period:		
	30 Days or less	No Deviations
Continuity of Coverage:		
	Included	No Deviations
Return to Work Incentive:		
	Included	No Deviations
Actively At Work Provisions:		
	Included	No Deviations
Evidence of Insurability (Required):		

Request for STD Proposal (RFP) for Lee County Government

Plan Designs - STD

<b>STD BENEFIT PROVISIONS</b>	<b>IN-FORCE PLAN DESIGN</b>	<b>DEVIATIONS</b>
Deviation 1:	No Deviations	No Deviations
Deviation 2:	No Deviations	No Deviations
Deviation 3:	No Deviations	No Deviations
Deviation 4:	No Deviations	No Deviations
Deviation 5:	No Deviations	No Deviations
Deviation 6:	No Deviations	No Deviations
Deviation 7:	No Deviations	No Deviations
Deviation 8:	No Deviations	No Deviations
Deviation 9:	No Deviations	No Deviations
Deviation 10:	No Deviations	No Deviations



Request for STD Proposal (RFP) for Lee County Government

Rate Quote - Fully-Insured STD

RATE QUOTE	Current Program	FIRST YEAR RATES		SECOND YEAR RATES	
		Proposed Plan 1	Proposed Plan 2	Proposed Plan 1	Proposed Plan 2
Covered Lives		648		648	
Volume of Weekly Benefit		\$25,000.00		\$25,000.00	
Monthly Rate		Age Rated*		Age Rated*	
Per:		\$10 Volume		\$10 Volume	
Monthly Premium		\$15,413	\$0	\$15,413	\$0
Annual Premium		\$184,956	\$0	\$184,956	\$0
UNDERWRITING ISSUES	Requested	PROPOSED PLAN 1		PROPOSED PLAN 2	
Rate guarantee period		1 Year		2 Year	
Census change tolerance %		25.0%		25.0%	
Pooled or Dividend Participating		Pooled		Pooled	
Experience Rated		Pooled		Pooled	
Credibility in year 2 ?		100.0%		100.0%	
Expected Loss Ratio		71.4%		71.4%	
Minimum Employee Participation Required		25.0%		25.0%	
Other Underwriting Requirements		No Additional		No Additional	

\*Please See Explanation Page for Rates

## Request for STD Proposal (RFP) for Lee County Government

Lee County Government hereinafter referred to as "The Client."

### I. BACKGROUND AND ADMINISTRATIVE INFORMATION

#### Introduction

The Client is seeking proposals from qualified disability vendors to provide a(n) fully-insured STD program for their eligible employees effective on August 01, 2003.

Lee County Government is seeking proposals on a fully-insured basis.

The Client's NAICS Code is 921120.

The location of The Client's headquarters is: Ft. Myers, Florida, 33902

#### Census

The worksheet, "Census," summarizes the type of census data provided and the format of the file. The census data is provided as follows: in Excel format and is included in the attached worksheet(s). If you require the census data in a format other than that provided, please contact this office immediately to arrange for the submission of the census data in a suitable format.

#### Current and Proposed Plans

Standard Insurance Company has administered the current STD program since August 1, 2000. The STD program is defined by two classes: Class 1 - Emergency Medical Technicians, Paramedics, Communications Operators and Public Safety Supervisors and Class 2 - All other members and is offered on a contributory basis.

Your quote should duplicate the existing inforce plan(s). A summary of the inforce plan(s), including variations in benefit levels by class, is reflected in the "Plan Design" worksheet(s).

The details of the current plan(s) are included in the following supplemental exhibit(s)/ appendix(ces): Summary Plan Description (SPD) and Summary of Benefits

Carriers must explicitly and clearly delineate any deviations between the coverage you are quoting on and The Client's inforce plan coverage as contained in this RFP and supporting attachments, if applicable. Otherwise, we will consider your proposal a warranty agreement to provide the plan provisions, as specified in this RFP.

#### Contribution Levels

The STD plan is a contributory plan.

#### Enrollment and Experience History

The experience is provided on both a summary and detail basis. Both are in Word format and provided as an attachment. The enrollment history of the group for the period August 01, 2000 through April 30, 2003.

The Plan Certificate and both Amendments are provided in PDF format.

#### Enrollment and Coverage Effective Dates

New employees must elect or waive coverage within 60 days of hire and shall be covered on the 1st month following 60 days from the date of hire.

## **Request for STD Proposal (RFP) for Lee County Government**

**Lee County Government hereinafter referred to as "The Client."**

Plan provisions regarding late entrants are as follows: None

## Request for STD Proposal (RFP) for Lee County Government

Lee County Government hereinafter referred to as "The Client."

### Proposal Format

All proposals must be submitted using this Excel file, along with the various attachments included in the companion workbook. This workbook includes the following worksheets: "Introduction" "RFP" (Questionnaire) and "Explanation". The majority of the questions in this RFP have been structured to elicit "Yes" or "No" responses. To record your response: Click on the response cell in the appropriate Column; click on the down arrow which appears directly to the right of the cell; then click on the response that best describes your answer. If you have any difficulty entering data into the appropriate cells, please contact Cassandra Duff at Aon Consulting.

Worksheets providing supplemental information for your to review and/or consider in preparing your quote are listed in 2. below.

Additional information you are required to provide (such as the financial quotation, plan design deviations, etc.) must be submitted using the appropriate worksheets(s) in the companion RFP workbook. A listing of these additional worksheets is listed in 1. below. In addition, you will be asked to provide supplemental "non-electronic" materials. A listing of these additional materials is listed in 3. below.

Also included in this workbook is the worksheet "Explanation" that may be used to elaborate on any responses. All explanations must be numbered to correspond to the questions to which they pertain and they must be brief.

You must complete the worksheets in this and the companion workbook, as specified, and provide the required attachments by the deadline to have a completed proposal submission. Please confirm below that you have provided each item listed.

1. Completed RFP Excel workbook including the following completed worksheets:

Information	Name of Worksheet	Indicate if Completed or Not Completed
Questionnaire	RFP	Completed
Explanations	Explanation	Completed
Plan Design	STD Plan Design	Completed
Census	Census	Completed
Rate Quote	FQuoteSTD	Completed

Listing of Required Attachments	Indicate if Attached or Not Attached
Attachment: Management Reporting Package	Attached
Attachment: Implementation Schedule	Not Attached
Attachment: Premium Billing Process Description	Attached
Attachment: Annual Report	Attached
Attachment: Audited Financial Statements	Attached
Attachment: Sample Employer Contract	Attached
Attachment: Appeal and Grievance Policies	Attached
Attachment: Marketing Materials	Attached



Request for STD Proposal (RFP) for Lee County Government

DISABILITY RFP 2003	Answer Format	Response
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**PLAN IDENTIFICATION/CONTACTS**

1.	Disability Carrier Legal Name	text	Standard Insurance Company
2.	Disability Carrier Marketing Name	text	The Standard
3.	Street Address	text	The Miami Sales and Service Office 550 W. Cypress Creek Road Ste #320
4.	City	text	Fort Lauderdale
5.	State	text	Florida
6.	Zip	text	33309
7.	Telephone #	text	954-771-6828 or 800-530-2291
8.	Fax Phone #	text	954-771-7086
9.	Web Address	text	www.standard.com

**Contacts**

Please indicate the vendor contact should there be any questions concerning submitted responses.			
10.	<b>Primary Contact</b>		
a.	Name	text	Rees Gherman
b.	Title	text	Employee Benefits Consultant
c.	Address	text	The Miami Sales and Service Office 550 W. Cypress Creek Road Ste #320
d.	City	text	Fort Lauderdale
e.	State	text	Florida
f.	Zip	text	33309
g.	Telephone #	text	954-771-6828 or 800-530-2291
h.	Fax Phone #	text	954-771-7086
i.	E-mail Address	text	rgherman@standard.com
11.	<b>Secondary Contact</b>		
a.	Name	text	Christine D'Angelo
b.	Title	text	Account Manager
c.	Address	text	Tampa Sales and Service Office 4350 West Cypress, Suite 702
d.	City	text	Tampa
e.	State	text	Florida
f.	Zip	text	33607
g.	Telephone #	text	813-879-2900 or 800-325-5757
h.	Fax Phone #	text	813-879-2431
i.	E-mail Address	text	cdangelo@standard.com

**ii. GENERAL PLAN INFORMATION**

1.	Disability Carrier Operational Date	mm/dd/yyyy	January 1, 1956
2.	Corporate Tax Status	drop down box	For-Profit
3.	Disability Carrier Ownership/Controlling Interest	text	Publicly owned corporation
4.	STD covered lives (all funding types)	covered lives	909,298

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5.	Use the "Explanation" worksheet to discuss any recent or planned merger, acquisition or divestiture activities that may impact the administration of this program. For each activity, indicate the timing, expected/potential impact and plans to mitigate any adverse effects.	drop down box	Completed
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<b>Financial Ratings</b>			
6.	<b>Disability Carrier's most recent rating or filing (identify date) from each of the following agencies:</b>		
a.	<b>A.M. Best: Rating Status</b>	drop down box	Rated
	Financial Rating (if rated)	text	A
	Date (if rated; if not rated, leave response cell blank)	mm/dd/yyyy	January 1, 2003
b.	<b>Standard &amp; Poors: Rating Status</b>	drop down box	Rated
	Financial Rating (if rated)	text	A+
	Date (if rated; if not rated, leave response cell blank)	mm/dd/yyyy	January 1, 2003
c.	<b>Fitch (formerly known as Duff &amp; Phelps): Rating Status</b>	drop down box	Rated
	Financial Rating (if rated)	text	AA-
	Date (if rated; if not rated, leave response cell blank)	mm/dd/yyyy	January 1, 2003
d.	<b>Moody's: Rating Status</b>	drop down box	Rated
	Financial Rating (if rated)	text	A1
	Date (if rated; if not rated, leave response cell blank)	mm/dd/yyyy	January 1, 2003
7.	<b>Disability Carrier's rating change within the past 12 months:</b>		
a.	A.M. Best	drop down box	No Change
b.	Standard & Poors	drop down box	No Change
c.	Fitch (formerly known as Duff & Phelps)	drop down box	No Change
d.	Moody's	drop down box	Rating Improved

<b>III. PLAN DESIGN/FINANCIAL INFORMATION</b>			
The quotation is to be based on the census, plan design, historical premiums (if applicable), and experience/claim data (if provided). Adhere to the proposed plan design shown in the worksheet(s), "Plan Design", in preparing the quote.			
1.	The proposal is issued in accordance with the specifications, assumptions and information included in this Request for Proposal, and the accompanying worksheets. If "No", indicate deviations in "Explanation" worksheet.	drop down box	Yes
2.	Proposal contains the form (included in the worksheet, "Officer"), signed by a company officer, attesting to compliance with RFP specifications and the accuracy of all responses.	drop down box	No

## Request for STD Proposal (RFP) for Lee County Government

### Plan Design

3.	Review and detail deviations from the proposed plan design shown in the worksheet(s), "Plan Design."	drop down box	Completed
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### Program Fees

4.	Provide your financial quotation in the worksheet(s) "RateQuote."	drop down box	Completed
5.	If you were requested to provide guaranteed rates/fees or rate/fee caps beyond the first contract period, have you included the rates or caps in the financial quotation? If not, describe why in the "Explanation" worksheet.	drop down box	Yes
6.	For the STD plan, the quoted rates/fees include the commissions/compensation requested in the Introduction Section of this RFP.	drop down box	Yes
7.	Confirm quote is net of commission for STD Plan as requested in the Introduction Section of this RFP.	drop down box	Yes
8.	Describe in text box the terms and conditions under which you have the right to modify the rates or administrative agreement and/or its fees. If you need more space, please use the "Explanation" worksheet.	text	The Standard reserves the right to re-rate the plan if there is a 25% change in lives and/or volume.

### Other Financial

9.	<b>Will you:</b>		
a.	Prepare monthly expense statements (and ASO bills, if applicable) broken down by cost and legal entity?	drop down box	Yes
b.	Pay FICA during the first 6 months of a claimant's disability?	drop down box	Yes
c.	Provide FICA reports at least monthly?	drop down box	Yes
d.	Prepare supplemental W-2s at the close of each calendar year, as requested?	drop down box	Yes
e.	Provide a magnetic tape containing supplemental W-2 information.	drop down box	Yes
10.	If there are additional costs for any of the above, make sure these costs are included in your quotation.	drop down box	N/A - No Additional Costs
11.	Select from the responses in the drop down box to the right the length of the grace period you will permit for late payment of fees/premiums.	drop down box	30 days
12.	Indicate the interest charge used for late payments.	percentage	0.0%

### Financial - Renewal Services

3.	Vendor agrees to guarantee first contract period rates or ASO fees for an initial period of 12 months from August 01, 2003 through August 01, 2003.	drop down box	Yes
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14.	For fully-insured coverages requested, renewal rates (to be accompanied with an experience summary report) are to be provided at least 120 days in advance of the contract anniversary date.	drop down box	Yes
15.	Subsequent renewals shall be guaranteed for a minimum of 12 months from the contract anniversary date, unless an alternate date is mutually agreed to in advance by The Client.	drop down box	Yes
16.	<b>For the funding arrangement requested in this RFP, please indicate your willingness to comply with the following renewal requirements and services:</b>		
a.	Full description of the methodology used to calculate renewals.	drop down box	Yes
b.	A definition of all terms and an itemization of all assumptions used including projected claims and the formula involved.	drop down box	Yes
c.	Estimated or actual identification of expenses, including IBNR, claim administration expense and other expenses.	drop down box	Yes
d.	Premium and/or ASO fee rate justification.	drop down box	Yes
e.	Comparison of old and new rates and factors.	drop down box	Yes

### IV.

<b>CASE MANAGEMENT</b>			
1.	<b>What is the current caseload by claim type and covered lives staffing ratio for the following staff members who would service The Client:</b>		
	<b>Intake Specialist</b>		
a.	Average Case Load	# of cases	No Caseload
b.	Case Mix:		
	STD - Routine pregnancy/maternity	percentage	N/A
	Active STD (requires active management)	percentage	N/A
c.	Ratio of staff to covered lives	ratio like .10 or .15, not %	N/A
2.	<b>STD Claim Analyst/Examiner</b>		
a.	Average Case Load	# of cases	100-125
b.	Case Mix:		
	STD - Routine pregnancy/maternity	percentage	Approximately 80%
	Active STD (requires active management)	percentage	Approximately 20%
c.	Ratio of staff to covered lives	ratio like .10 or .15, not %	Approximately 1 per 13,000 covered lives.
3.	<b>Customer Service Representative</b>		
a.	Average Case Load	# of cases	This applies to our Intake Specialists. See above.
b.	Case Mix:		
	STD - Routine pregnancy/maternity	percentage	This applies to our Intake Specialists. See above.
	Active STD (requires active management)	percentage	This applies to our Intake Specialists. See above.
c.	Ratio of staff to covered lives	ratio like .10 or .15, not %	This applies to our Intake Specialists. See above.
4.	<b>RN Nurse Case Manager</b>		

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5.	a.	Average Case Load	# of cases	Our Nurse Casemanagers do not carry a caseload.
	b.	Case Mix:		
		STD - Routine pregnancy/maternity	percentage	N/A
		Active STD (requires active management)	percentage	N/A
c.	Ratio of staff to covered lives	ratio like .10 or .15, not %	Approximately 1 to 10 Benefits Analysts	
<b>LPN Nurse Case Manager</b>				
6.	a.	Average Case Load	# of cases	Our Nurse Case Managers do not carry a caseload.
	b.	Case Mix:		
		STD - Routine pregnancy/maternity	percentage	N/A
		Active STD (requires active management)	percentage	N/A
c.	Ratio of staff to covered lives	ratio like .10 or .15, not %	Approximately 1 to 10 Benefits Analysts	
<b>Medical Director/Program Physician</b>				
7.	a.	Average Case Load	# of cases	Our Physician Consultants do not carry a caseload.
	b.	Case Mix:		
		STD - Routine pregnancy/maternity	percentage	N/A
		Active STD (requires active management)	percentage	N/A
c.	Ratio of staff to covered lives	ratio like .10 or .15, not %	Approximately 1 per 25 Benefits Analysts	
<b>Vocational Rehabilitation Specialists</b>				
8.	a.	Average Case Load	# of cases	Approximately 35-50
	b.	Case Mix:		
		STD - Routine pregnancy/maternity	percentage	0.0%
		Active STD (requires active management)	percentage	10.0%
c.	Ratio of staff to covered lives	ratio like .10 or .15, not %	Approximately 1 per 10 Benefits Analysts	
<b>Statutory Specialists</b>				
9.	a.	Average Case Load	# of cases	100-125
	b.	Case Mix:		
		STD - Routine pregnancy/maternity	percentage	80.0%
		Active STD (requires active management)	percentage	20.0%
c.	Ratio of staff to covered lives	ratio like .10 or .15, not %	1 per 13,000 Benefits Analysts	
<b>Auditor</b>				
10.	a.	Average Case Load	# of cases	25
	b.	Case Mix:		
		STD - Routine pregnancy/maternity	percentage	0.0%
		Active STD (requires active management)	percentage	5.0%
c.	Ratio of staff to covered lives	ratio like .10 or .15, not %	This question does not apply.	
		Select the preferred STD claim reporting/intake process.	drop down box	Fax and mail

**REPORTING (Management Reports)**

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<b>**Please indicate your willingness to comply with the following reporting requirements. Each report must reflect experience by line of coverage split between employees, dependents, and COBRA participants and under/over age-65 retirees (if applicable), plus a total for all activity.</b>			
1.	Attach sample management report(s) that would be prepared for The Client. Label <b>Attachment: Management Reporting Package.</b>	drop down box	Attached

<b>Monthly and Quarterly</b>			
2.	During the vendor selection process, The Client will negotiate the content of monthly and quarterly standard reports.	drop down box	Disagree
3.	<b>Reports will reflect experience by:</b>		
a.	Line of coverage	drop down box	Yes
b.	Company	drop down box	Yes
c.	Division	drop down box	Yes
d.	Employees lives exposed by month	drop down box	Yes
e.	Disabled employees	drop down box	Yes
f.	Nature of disability (number and value of claims)	drop down box	Yes
g.	Primary diagnosis by ICD-9 (CM)	drop down box	Yes
h.	Diagnosis by DSM-IV	drop down box	Yes
i.	Demographics of claimants in each disability category	drop down box	Yes
j.	Duration of disability compared to norms	drop down box	Yes
k.	Identification of physician certifying excessive disability durations.	drop down box	Yes
4.	Monthly and quarterly reports will be available no later than the end of the month following the close of the period in question.	drop down box	Yes

<b>Annual Reports</b>			
5.	Employee contested claims that were denied or partially denied, separated by denial reason.	drop down box	No
6.	A year-end financial accounting for the program within 60 days of the contract anniversary date.	drop down box	Yes
7.	Information required for compliance with the filing of IRS form 5500.	drop down box	Yes

VI.	<b>ADMINISTRATIVE AND OPERATIONAL ISSUES</b>	
	<b>Implementation and On-Going Services</b>	
	Indicate your willingness to comply with the following services/statements.	

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1.	STD Claims will be transitioned on an incurred basis starting with claims incurred on or after August 01, 2003. Claims incurred on or after this date will be the responsibility of the new carrier. Claims incurred prior to July 31, 2003, will continue to be the responsibility of the incumbent carrier.	drop down box	Agree
2.	Process benefit payments to STD beneficiaries on a monthly basis.	drop down box	Disagree
3.	Review all plans, draft plan abstracts, and confirm plan provisions with The Client.	drop down box	Agree
4.	Draft, revise, and finalize the policy and benefit summaries (booklets) for review by Aon Consulting and The Client.	drop down box	Agree
5.	Provide all reasonable assistance as may be requested during the transition period, including participation at employee meetings.	drop down box	Agree
6.	Deliver an Administration Manual containing all usual guidelines on such matters as eligibility, reports, plan summaries and procedures.	drop down box	Agree
7.	Prepare a detailed schedule and time frames to implement this program by the effective date, including vendor responsibilities and those of The Client and Aon Consulting. Label <b>Attachment: Implementation Schedule.</b>	drop down box	Not Attached
8.	Attach a description of premium or administrative fee billing procedures. Include information on the timing of billing, billing-payment reconciliations, and ability to provide for Client self-billing. Label <b>Attachment: Premium Billing Process Description.</b>	drop down box	Attached
9.	When customized printing is requested by The Client, present a complete draft and subsequent proof to The Client for sign-off. The vendor must ensure that logo placement and color requirements are met.	drop down box	Agree
10.	Be responsible for costs of printing booklets, certificates, or SPD's as required.	drop down box	Agree
11.	Provide SPDs in an electronic format for access via internet or intranet.	drop down box	Agree
12.	Refrain from issuing any external communications material that mentions The Client's benefit plans without written approval from The Client. This includes newsletters and publications to agents, brokers and consultants.	drop down box	Agree
13.	Permit The Client to decline the Account Manager designated for its programs both initially and in future years.	drop down box	Disagree
14.	Upon request, supply brief biographies of all key individuals that will be responsible for this account.	drop down box	Agree
15.	Sign contract within 90 days of effective date.	drop down box	Agree

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16.	Prepare booklet draft within 30 days of effective date, if requested.	drop down box	Agree
17.	Provide routine underwriting and actuarial services.	drop down box	Agree
18.	<b>Indicate your willingness to offer the following web-based services:</b>		
a.	Enrollment and termination	drop down box	Agree
b.	Claim filing	drop down box	Disagree
c.	Claim tracking	drop down box	Agree
19.	Vendor agrees to be held liable for the performance of any subcontracted services.	drop down box	Agree

<b>Service Centers</b>			
20.	<b>List the location of your service center(s) that would be servicing The Client's employees and the corresponding geographic areas/regions covered by the respective location. If more than one service center will be assigned to service the Client, provide additional information in the "Explanation" worksheet.</b>		
a.	Name of service center	service center location	Disability Benefits Administration
b.	Geographic Region Covered	region covered	Southeast Region
21.	<b>Indicate specific times member service representatives are available to answer member questions. Use Eastern Standard Time (EST) for reporting all times below. Do not include hours for answering services, recordings or nurse/health information lines:</b>		
a.	Hours of operation weekdays - Opens	drop down box	9:00 AM
b.	Hours of operation weekdays - Closes	drop down box	8:00 PM
c.	Hours of operation on Saturday - Opens	drop down box	Not Open
d.	Hours of operation on Saturday - Closes	drop down box	Not Open
e.	Hours of operation on Sunday - Opens	drop down box	Not Open
f.	Hours of operation on Sunday - Closes	drop down box	Not Open
22.	What percentage of all member services inquiries during 2002 were closed (issue resolved) on first contact?	percentage	Approximately 90%
23.	The member services phone system has voice messaging capabilities.	drop down box	Yes
24.	<b>List below all services that you would subcontract under this program with The Client.</b>		
a.	<b>STD</b>		
	Service #1	name of service	None
	Service #2	name of service	
	Service #3	name of service	
	Service #4	name of service	



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25.	Focusing specifically on the claim office(s) that would be used for The Client, indicate if performance from August 2003 through July 2004 met or did not the meet the specified standards below.		
	a. STD		
	Financial Dollar Accuracy was 99% or greater.	drop down box	Not Met
	Procedural Accuracy was 98% or greater.	drop down box	Met
	90% of claims were processed in 10 business days or less.	drop down box	Met
	At least 90% of telephone calls to member services were answered within 20 seconds	drop down box	Not Met

### VII.

#### PERFORMANCE GUARANTEES

The Client intends to negotiate performance standards with the selected vendor. These are intended to encourage the vendor to perform at a high quality level in specific operational and administrative areas, relative to mutually agreed-upon performance norms. The vendor's inability to meet mutually agreed-upon performance norms would result in a financial penalty. Please indicate your concurrence below.

The penalty for failure to meet any agreed performance standard will be determined during negotiations.

1.	Indicate your willingness to implement performance guarantees on this employer contract. If "Yes," indicate your agreement to negotiate performance guarantees on each of the specific items listed below.	drop down box	Yes

#### Implementation Guarantees

2.	Provide The Client with a finalized implementation schedule 60 days prior to the effective date.	drop down box	
3.	Meeting deadlines set forth in Implementation Schedule.	drop down box	
4.	Provide The Client with a benefits and financial contract 30 days prior to the effective date.	drop down box	
5.	Execute the final contract within 3 months following the program effective date.	drop down box	

#### Customer Services

6.	Satisfactory results as defined and agreed upon on member satisfaction survey.	drop down box	
7.	Average hold time of 30 seconds or less.	drop down box	
8.	Call abandon rate that does not exceed 3% of all calls.	drop down box	
9.	97% of all calls answered within 4 rings.	drop down box	

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10.	All calls received before noon returned same business day; all other calls returned within 24 hours.	drop down box	
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### Claims Administration

11.	Claims payment financial accuracy for The Client will be at least 99%.	drop down box	
12.	Claims payment procedural accuracy for The Client will be at least 98%.	drop down box	
13.	90% of STD claims will be processed within 10 business days.	drop down box	

### Data Reporting and Analysis

14.	100% of all management information reports delivered to The Client and Aon Consulting within 30 days after the close of the respective reporting period.	drop down box	
15.	Provide Ad hoc reports by deadlines set when reports requested.	drop down box	
16.	Analyze The Client's utilization and claims data and meet with The Client on at least an annual basis to review emerging trends and account servicing.	drop down box	

### Duration Reviews

17.	All reviews completed or referred for peer review within 24 hours of initial contact from employer or employee.	drop down box	
18.	98% of appealed cases resolved within 10 business days.	drop down box	
19.	98% of all review results referred to claim processor within 24 hours of resolution.	drop down box	

## VIII.

### LEGAL/CONTRACTUAL CONSIDERATIONS

	We understand that terminology and contract provisions may vary from vendor to vendor. We will permit such alternative language, provided they are reviewed and approved by The Client.		
1.	Contract will be issued in Florida.	drop down box	Yes
2.	August 01, 2003 will be the contract effective date.	drop down box	Yes
3.	August 02, 2003 will be the first contract anniversary date.	drop down box	Yes
4.	August 1 to September 31 is the ERISA plan year.	drop down box	Yes
5.	The Client reserves the right to terminate its contract at any time, provided such notification is given at least 60 days in advance.	drop down box	Yes
6.	There will be no restrictions or benefit limitations for pre-existing conditions applied to any employee under the plan.	drop down box	Yes

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7.	Vendor unconditionally agrees to provide coverage to all present participants enrolled on the program effective date. No active employees or disabled employees shall lose coverage as a result of a change in vendor.	drop down box	Yes
8.	Vendor agrees to a "no loss, no gain" provision and to unconditionally provide continuous coverage to all current participants.	drop down box	Yes
9.	No statement of health or medical evidence will be imposed upon the initial group of covered employees.	drop down box	Yes
10.	Any "actively at work" requirements will be waived for current covered employees.	drop down box	Yes
11.	Any disabled employees or other leave-of-absence employees who are not disclosed in these specifications or who later are identified as eligible for benefits under the prior vendor will become the liability of the new vendor following termination of the prior contract.	drop down box	Yes
12.	The Client reserves the right to audit the program at least once annually.	drop down box	Yes
13.	Vendor will provide on-site access to any and all claims information for audit; will permit access to such information by claims and disability management personnel necessary to complete the audit; and agrees to do so at no cost to The Client.	drop down box	Yes
14.	In the event of policy termination, the selected vendor will be responsible for incurred claims up to the termination date for fully-insured coverages.	drop down box	Yes
15.	The vendor must agree to transfer to The Client, within 30 days of notice of termination, all required data and records necessary to administer the plans subject to state and federal confidentiality considerations. The transfer may be made electronically, in a file format to be determined based on the mutual agreement between The Client and the provider of services.	drop down box	Yes
16.	Please note that The Client will neither recognize the appointment of any agent, general agent, or broker by a respondent to these bid specifications, nor authorize any payment or remuneration of any kind by a vendor to a party not approved in writing by The Client.	drop down box	Noted
17.	All financial and claimant information will be kept confidential and will not be disclosed to any other party without The Client's express approval.	drop down box	Yes
18.	Effective for claims filed on or after January 1, 2003, Vendor certifies that it will comply with the Department of Labor's final claims procedure regulations, including the appropriate timeframes for (a) adjudicating claims, and (b) notice of appeal decisions.	drop down box	Agree

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19.	If asked by The Client, vendor agrees to assume claim fiduciary responsibilities, including appeals, under ERISA for claim adjudication and defense of claim decisions. The Client understands this may involve additional cost.	drop down box	Yes
20.	Vendor agrees to provide necessary legal defense in the event of litigation, including all costs.	drop down box	Yes
21.	Vendor shall maintain comprehensive general liability insurance with a minimum coverage of ten million dollars (\$10,000,000) in the aggregate for each year an agreement with The Client is in effect. The vendor shall cause The Client and its welfare program to be named insured thereunder. The vendor shall provide proof of such insurance to The Client at or prior to the execution of this agreement.	drop down box	Yes
22.	Vendor shall obtain a bond as described in Section 412 of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, in an amount not less than ten million (\$10,000,000) per event.	drop down box	No
23.	Vendor agrees to prepare and file all legal documents necessary to implement and maintain the plan, including policies, amendments, contracts, required state filings, and development of booklet/certificate formats.	drop down box	Yes
24.	Vendor agrees to monitor federal and state legislation affecting the delivery of disability benefits under the plan and to report to The Client on those issues in a timely fashion prior to the effective date of any mandated plan changes.	drop down box	Yes
25.	Vendor agrees to the Hold Harmless language set forth in the worksheet, "Hold Harm(1)" or "HoldHarm(2)".	drop down box	No

IX.

### OTHER INFORMATION

Provide the following additional information.

1.	A copy of the carrier's most recent annual report. Label Attachment: <b>Annual Report</b> .	drop down box	Attached
2.	A copy of your most recent audited financial statement. Label Attachment: <b>Audited Financial Statement</b> .	drop down box	Attached
3.	A copy of a Suggested Employer Contract with a statement that the sample includes all exclusions and limitations that will apply to a policy issued to The Client. Label Attachment: <b>Sample Employer Contract</b> .	drop down box	Attached
4.	A copy of the carrier's appeal and grievance policies, if not specified in the Suggested Employer Contract. Label Attachment: <b>Appeal and Grievance Policies</b> .	drop down box	Attached

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5.	A copy of current <b>marketing materials</b> that would be of assistance to Aon Consulting and The Client in evaluating your program. Label <b>Attachment: Marketing Materials.</b>	drop down box	Attached
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<b>Customer Service</b>			
Please fill in the names and titles of the persons who will be assigned to the following customer service tasks.			
6.	<b>Sales Representative</b>		
a.	Name	text	Rees Gherman
b.	Title	text	Employee Benefits Consultant
c.	Phone #	text	954-771-6828 or 800-530-2291
d.	Fax Phone #	text	954-771-7086
e.	E-mail Address	text	rgherman@standard.com
7.	<b>Account Executive</b>		
a.	Name	text	Mike Fullerton
b.	Title	text	National Accounts Consultant
c.	Phone #	text	866-866-6006
d.	Fax Phone #	text	866-999-1001
e.	E-mail Address	text	mfullert@standard.com
8.	<b>Service Representative</b>		
a.	Name	text	Christine D'Angelo
b.	Title	text	Account Manager
c.	Phone #	text	813-879-2900 or 800-325-5757
d.	Fax Phone #	text	813-879-2431
e.	E-mail Address	text	cdangelo@standard.com
9.	<b>Claims Contact</b>		
a.	Name	text	Andrew Nilsson
b.	Title	text	Supervisor, Disability Benefits Office
c.	Phone #	text	503-321-7271
d.	Fax Phone #	text	
e.	E-mail Address	text	anilsson@standard.com
10.	<b>Billing Contact</b>		
a.	Name	text	Christine D'Angelo
b.	Title	text	Account Manager
c.	Phone #	text	813-879-2900 or 800-325-5757
d.	Fax Phone #	text	813-879-2431
e.	E-mail Address	text	cdangelo@standard.com

<b>References</b>			
11.	Please provide three references of Clients similar in employee size and industry to The Client currently using services requested in this RFP.		
a.	<b>Reference #1</b>		
	Company Name	text	Please refer to Statement of Applicant.
	Contact Person	text	

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	Title	text	
	Phone #	text	
	Fax Phone #	text	
	E-mail Address	text	
	Number of covered employees by coverage type	# of covered employees	
	List coverages in place similar those this RFP.	text	
<b>b.</b>	<b>Reference #2</b>		
	Company Name	text	
	Contact Person	text	
	Title	text	
	Phone #	text	
	Fax Phone #	text	
	E-mail Address	text	
	Number of covered employees by coverage type	# of covered employees	
	List coverages in place similar those this RFP.	text	
<b>c.</b>	<b>Reference #3</b>		
	Company Name	text	
	Contact Person	text	
	Title	text	
	Phone #	text	
	Fax Phone #	text	
	E-mail Address	text	
	Number of covered employees by coverage type	# of covered employees	
	List coverages in place similar those this RFP.	text	
<b>12.</b>	<b>Please provide at least three references of companies of similar size to this Client who have terminated your services.</b>		
<b>a.</b>	<b>Reference #1</b>		
	Company Name	text	Please refer to Statement of Applicant.
	Contact Person	text	
	Title	text	
	Phone #	text	
	# Employees covered under your contract	# Employees covered	
	Nature of Business	text	
<b>b.</b>	<b>Reference #2</b>		
	Company Name	text	
	Contact Person	text	
	Title	text	
	Phone #	text	
	# Employees covered under your contract	# of employees covered	
	Nature of Business	text	
<b>c.</b>	<b>Reference #3</b>		
	Company Name	text	

# Request for STD Proposal (RFP) for Lee County Government

Contact Person	text	
Title	text	
Phone #	text	
# Employees covered under your contract	# of employees covered	
Nature of Business	text	

## Additional Quoting Requirements

Additional quote specifications and/or requirements are included below:

13.	There are no additional requirements.	
14.	text	
15.	text	
16.	text	
17.	text	
18.	text	
19.	text	
20.	text	
21.	text	
22.	text	

## Request for STD Proposal (RFP) for Lee County Government

### Explanation

Use this worksheet to provide additional explanation for any questions for which a "no" response was given. Explanations must be numbered to correspond to the question to which they pertain and they must be brief.

State the number of questions you addressed with further explanation:

Section/ Question #	Explanation
II/5	Standard Insurance Company (The Standard), founded in 1906, has never been through a merger.  In October 2002, The Standard announced the completion of the acquisition of the group life and disability business from TIAA-CREF (Teachers Insurance and Annuity Association of American), whose main business is pension and retirement products for teachers and researchers. The acquisition, which was announced in May, was accomplished through a reinsurance transaction and required regulatory approval from the New York Insurance Department. The Teachers Insurance and Annuity Association was established in 1918 by Andrew Carnegie to serve the nation's growing population of college teachers. The College Retirement Equities Fund was added in 1952. The acquired business includes 1,800 group insurance contracts representing 650,000 insured lives and last year generated about \$180 million in premium.
III/2	The RFP did not contain an Officer's Signature page.
III/9d	The employer has the option of having The Standard prepare W-2 forms for fully-insured STD claimants. W-2s would then be mailed directly to the claimants with The Standard retaining a copy on behalf of the employer for reporting purposes.
III/9e	The Standard is willing to discuss with Lee County options that allow for receipt of data either via tape or electronically. The Standard currently has methods in place for receiving data from other sources electronically. These methods include FTP/Internet; secured email with encryption; dial up ISDN; frame relay; and EDI via Advantis. The method of choice will depend on Lee County's needs and format (Excel, flat file or other format) and destination of the data we would receive. Our preference is to receive the employee eligibility data feed on a monthly basis. However, we are willing to discuss other frequency options with Lee County. Our requirement for employee data elements include, but is not limited to the following: name, SSN, job title, date employed, disability/life coverage, full or part-time, gender, Predisability earnings.
V/2	The Standard will provide reports from our Reports Online service. If Lee County requires customized reports there may be an additional fee for adhoc reports. A demonstration of our e-business services may be found at <a href="http://www.standard.com/ebusiness">www.standard.com/ebusiness</a> .
V/5	The Standard will provide claims that were denied as part of our Reports Online reporting, however, the denial reasons are not provided.
VI/2	The Standard processes STD benefit payments on a weekly basis.
VI/7	The Standard is currently the inforce carrier and thus a transition of policies and administrative services is not applicable.
VI/13	The Standard prides itself in providing outstanding customer service. The Standard's Disability Benefits Office will work with Lee County to resolve any issues that may occur. Communication is a crucial element in the successful partnership between an employer and the insurer. Your Account Manager, Christine D'Angelo will work with Lee County to appropriately resolve any concerns and ascertain that corrective action is taken. Christine, Account Manager, will follow up with you to ensure that the issue has been resolved and that ongoing customer satisfaction is assured.



# Request for STD Proposal (RFP) for Lee County Government

## Explanation

Use this worksheet to provide additional explanation for any questions for which a "no" response was given. Explanations must be numbered to correspond to the question to which they pertain and they must be brief.

State the number of questions you addressed with further explanation:

Section/ Question #	Explanation
VI/18a-c	<p>To make it easier and more streamlined for our policyholders to maintain their membership data, The Standard offers electronic billing administration as one of our AdminEASE internet-based services. Policyholders may update their member census data online, as changes occur, without having to wait to receive their next premium statement. With secured access, the employers may add new members and their families, remove terminated members, reinstate previously covered employees, and update member census data and coverage amounts. Once entered, the system allows the employer to view and print a summary report to verify changes before submitting them to the Standard for overnight processing. Membership changes remain at the control of the policyholder. Due to confidentiality issues, The Standard does not offer online claim filing.</p>
VI/18a-c continued	<p>The Standard has provided sample management reports as part of our proposal package. To make vital disability management information more convenient for you, the employer, The Standard now offers Reports Online - our Internet based claim management reporting system. These reports may be accessed 24-hours a day. Reports Online(SM) is a component of The Standard Connection e-business, The Standard's gateway to secure Internet services for our clients and business partners. It provides convenient access to your claim management reports to help you more efficiently administer your disability programs. Reports are available for viewing or printing as frequently as you desire. Some are updated as often as daily to provide the most accurate and timely information possible. A sample demonstration of our e-business may be found on our website at <a href="http://www.standard.com/ebusiness">www.standard.com/ebusiness</a>.</p>
VII/1-19	<p>At The Standard, we believe our performance guarantee should be simple and straightforward. We either meet your expectations, or we don't. It's that simple. The Standard guarantees we will meet your overall service expectations during the plan year. If we don't, we will refund 5% of your previous fiscal quarter's expenses, excluding commissions and premium tax. To consistently measure your level of satisfaction, we will send you a survey annually asking you to evaluate the following: Timeliness of claims payments; Billing; Administration of your plans; Handling of urgent situations; Timeliness of administrative services. There is no need to wait for your annual survey to arrive. You may provide a written request about our performance at any time, although refunds are limited to once each fiscal quarter.</p>
VIII/7,8,10,11	<p>As The Standard is the current carrier, we will cover employees who may have become disabled while we were providing coverage.</p>
VIII/12 & 13	<p>For fully-insured contracts: The Standard will permit claim audits at our claims offices by a third party auditor (not a competitor). Prior to the audit, a discussion between parties will be held to determine the desired process, as well as the amount of staff time that may be required. If a charge for time is anticipated based on the request of the third party, it will be discussed and terms agreed to by both parties prior to an on-site visit. Any independent audit specifically requested by the policyholder, involving the examination of actual claim documents, will require a hold harmless agreement drafted by The Standard's legal department. This requirement is necessary to preserve the confidentiality rights of insureds. The Standard can provide confidential information to the employer only if an authorization is received from the claimant or as allowed by law.</p>

# Request for STD Proposal (RFP) for Lee County Government

## Explanation

Use this worksheet to provide additional explanation for any questions for which a "no" response was given. Explanations must be numbered to correspond to the question to which they pertain and they must be brief.

State the number of questions you addressed with further explanation:

Section/ Question #	Explanation
VIII/12 & 13 continued	If a change of carriers takes place, insured claims remain the responsibility of The Standard and the files remain with us, as does claim liability for open claims and those claims incurred during the policy period but not received. It is permissible for a customer to conduct an audit of insured claims. Such an audit would have to be conducted at The Standard's Home Office and would be subject to the laws regarding the release of such information. Under both insured and uninsured plans, The Standard can provide information to the employer similar to that presented during renewals. This information includes claim experience and duration and a listing of claims by SIC code and social security status. As long as there are no identifiers (e.g., social security number, birth date, etc.) that can identify individual employees, we may also include the diagnosis.
VIII/12 & 13 continued	For self-insured contracts: Laws protecting the insured individual's privacy govern the release of information by an insurance company. When a plan is self-insured, The Standard is not acting as insurer but as the agent of the employer in providing certain administrative services. As an administrative service provider, The Standard will release claim information to the employer/plan administrator, including diagnosis. If an employer were to change administrative service providers, The Standard would make all uninsured files available for review by the new service provider or employer/plan administrator.
VIII/19	For fully insured group insurance policies issued by The Standard, The Standard is the ERISA claims fiduciary for purposes of claim adjudication and defense of claims.
VIII/20	Qualified Yes. Standard Insurance Company agrees to provide legal defense, including related costs, for claims decisions made by The Standard. In the event that The Client is named as a defendant, The Standard reserves the right to decline to provide such defense to The Client if the lawsuit is attributable to The Client's negligent acts or omissions, or in the event that The Standard's interest are adverse to The Client's.
VIII/22	Qualified No. Section 412 does not apply to any licensed insurance company that has a combined capital and surplus in excess of \$1,000,000. As of December 31, 2001, Standard Insurance Company had a combined surplus in excess of \$600,000,000.
VIII/24	Qualified Yes. An ERISA benefit plan can include components beyond the group insurance policies issued by The Standard. While Standard does not act as an advisor to the overall benefit plan, we continually monitor state and federal laws to ensure that our insurance policies are in compliance with those laws. Insurance policy changes that are required by law are communicated to the policyholder and are typically made by issuance of a policy endorsement.
VIII/25	The Standard has provided a sample of a hold harmless agreement below:
	The vendor agrees to indemnify Lee County and hold harmless its officers, directors, agents and employees involved in the administration of the plan from and against any and all loss, liability, damage, expense, or other cost or obligation resulting from or arising out of claims, damages, or lawsuits brought against Lee County with respect to the Group Policy XXXXXX. If and to the extent that such loss, liability, damage, expense, cost, or obligation was the consequence of the dishonest, fraudulent, criminal, or negligent acts of the vendor's employees or agents acting alone or in collusion with others.
	Lee County agrees to indemnify the vendor and hold harmless its officers, directors, agents and employees from and against any and all loss, liability, damage, expense, or other cost or obligation resulting from or arising out of claims, damages, or lawsuits brought against Lee County with respect to Group Policy XXXXXX if and to the extent that such loss, liability, damage, expense, cost, or obligation was the consequence of the dishonest, fraudulent, criminal, or negligent acts of the vendor's employees or agents acting alone or in collusion with others.

ATTACHMENT #4

FORMAL PROPOSAL #P-030549		LEE COUNTY, FLORIDA TABULATION SHEET		
OPENING DATE: July 1, 2003		FOR		
BUYER: Earl Pflaumer		SHORT TERM DISABILITY INSURANCE		
VENDORS	MetLife	AFLAC	Standard Insurance Company	Prudential Insurance Co. of America
MONTHLY PREMIUM	\$36,821.95	No Pricing Information	\$15,413.00	\$20,651.00
ANNUAL PREMIUM	\$441,863.40	submitted in proposal	\$184,956.00	\$247,810.00
IS PROPOSAL SIGNED	NO	YES	YES	YES
<b>NO BIDS</b>				
None				
POSTING TIME/DATE				
FROM: /				
UNTIL: /				
BY:				

# ATTACHMENT #5



LEE COUNTY  
SOUTHWEST FLORIDA

## MEMORANDUM FROM THE DEPARTMENT OF HUMAN RESOURCES

DATE: July 10, 2003

TO: Earl Pflaumer  
Purchasing Agent

FROM: *George A. Williams*  
George A. Williams  
Director  
239-335-2887

**RE: Renewal of Short Term Disability Provider**

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This memo is to confirm that we wish to accept the bid of Standard Insurance for our Short Term Disability. Their bid was the same price as we have currently. Other bidders did not meet the criteria as set forth in the RFP documents.

Please feel free to contact Charlotte Veaux at 335-2149 if you should have any other questions or concerns. We will also need to extend their current contract for two months in order to have this approved by the Board.

03 JUL 11 PM 2:39