



OPEN

## Disability Benefits & FMLA Administration Services

★ Solicitation



 HUMAN RESOURCES

 95300, 95337

Project ID: 25-0090-RFP

Release Date: Tuesday, January 7, 2025

Due Date: Thursday, January 30, 2025 3:00pm

 Posted  Tuesday, January 7, 2025 10:00am

☒ Bid Sealed

☒ Pricing Sealed

All dates &amp; times in Eastern Time

 Edit   Preview

### 1. Notice

*Add optional description to section*

#### SOLICITATION

SUBMITTALS ARE OPENED PUBLICLY AND ARE ACCEPTED VIA OPENGOV

RFP - Informal / Formal

25-0090-RFP

Disability Benefits &amp; FMLA Administration Services

ALL QUESTIONS MUST BE SUBMITTED IN OPENGOV WITHIN THE QUESTION &amp; ANSWER SECTION.

SOLICITATION MEETINGS: Site Visit: None; Pre-Conference: None

SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.

The Purchasing and Risk Management Division for the Pinellas County Board of County Commissioners has transitioned to OpenGov Procurement for Contractor/Vendor registration, and for posting, submitting and receiving bids, quotes and proposals for active solicitations. Contractors/Vendors must register with OpenGov Procurement (<https://procurement.opengov.com/signup>) to participate in active County solicitations.

Should you need technical assistance with OpenGov, the following options are available:

Phone: (855) 680-4747, 8 a.m. to 8 p.m., Monday - Friday

Email: [procurement-support@opengov.com](mailto:procurement-support@opengov.com)

Chat is available in the OpenGov application

Web: <https://help.procurement.opengov.com>

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted to <https://procurement.opengov.com/portal/pinellasfl>. Receipt of addenda confirmation is required in OpenGov.

AUTHORIZED BY:

Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

### Information for Internal Use Only

**Budget Amount:**

\$4,100,000.00

**Budget Description:**

*Not provided*

**Budget Account ID:**

5006.662110.5340001.7076.0000000.0000000

### Post Information

**Posted At:**

Tue, Jan 7, 2025 10:00 AM

**Sealed Bid Process:**

Yes (Bids Sealed / Pricing Sealed)

**Private Bid:**

No

## 2. Introduction

*Add optional description to section*

### 2.1. Summary

*Add optional description to subsection*

Pinellas County is seeking proposals for short & long-term disability benefits and Family Medical Leave Act (FMLA) administrative services.

### 2.2. Background

*Add optional description to subsection*

This contract provides for the administration of Short-term and Long-term disability benefits administration of Family Medical Leave Act (FMLA) benefits for employees. The County offers disability benefits to employees through a self-funded Short-Term Disability (STD) plan and a fully insured Long-Term Disability (LTD) group benefits plan. The County also contracts for FMLA administration services. Administration fees are paid on a per-employee-per-month basis.

### 2.3. Contact Information

*Add optional description to subsection*

**Patricia Cortez, CPPB, NIGP-CPP**

Lead Procurement Analyst

400 S. Fort Harrison Ave 6th Fl

Clearwater, FL 33756

Email: [pdcortez@pinellas.gov](mailto:pdcortez@pinellas.gov)

Phone: [\(727\) 464-3766](tel:(727)464-3766)

**Department:**

HUMAN RESOURCES

### 2.4. Timeline

*Add optional description to subsection*

Issue Date:  
January 7, 2025

Question Submission Deadline:  
January 16, 2025, 2:00pm

Proposal Submission Deadline:  
January 30, 2025, 3:00pm

### 3. Instructions & General Conditions for Submittals

*Add optional description to section*

#### 3.1. DEFINITIONS

- A. Agreement means the final written agreement between the County and the successful Contractor under this solicitation, regardless of the title of that final document, and may be used interchangeably with "Contract".
- B. Contractor means the entity submitting a response to this solicitation, and may be used interchangeably with the terms "bidder", "respondent", "contractor", "vendor", "submitter", or "proposer".
- C. County or means Pinellas County, a subdivision of the State of Florida and may be used interchangeably with "Pinellas County".
- D. Submittal means a Respondent's submissions in response to this solicitation, and may be used interchangeably with the terms "submission", "bid", "quote" or "proposal," as applicable to the specific solicitation. For example, these terms should be interpreted to mean "bid" if this is an ITB, "quote" if this is an ITQ, and "proposal" if this is an RFP.

#### 3.2. INSTRUCTIONS & PROCEDURES

##### A. PREPARATION OF SUBMITTAL - Submittal will be prepared in accordance with the following:

1. Submittals must be uploaded on forms furnished, utilizing the OpenGov procurement website. Failure to comply could result in the submission being rejected.
2. If price is factor, unit prices must be shown and where there is an error in extension of price, the unit price will govern.
3. Alternate submittals will not be considered unless authorized by the solicitation.
4. Proposed delivery time must be shown and any date calculations must include weekends and holidays.
5. Contractor is advised that exceptions to any terms and conditions contained or referenced in this solicitation must be stated with specificity in its response to the solicitation. Contractor is deemed to have accepted and to be bound by the solicitation and referenced agreement terms and conditions that Contractor does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the Contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.
6. Contractors will thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.
7. Contractors will make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the Contractor.
8. Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

##### B. SUBMITTAL METHOD & FORMAT

1. Submittals must be uploaded utilizing the OpenGov procurement website (<https://procurement.opengov.com/portal/pinellasfl>). Failure to comply could result in the submittal being rejected.
2. Submittals must be uploaded in the Vendor Questionnaire section of this solicitation. Submittals sent via email will not be considered.
3. The preferred format for submittal is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning. Instructions for Providing Files in PDF Format to Pinellas County Government:
  - a. How do I convert my files to PDF format?
  - b. Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.
  - c. Should I scan everything and save as PDF?
  - d. Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or

professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible\* under Federal ADA guidelines (\*unless the scans are OCR.)

#### **C. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE CONTRACTOR**

1. Where two (2) or more related parties each upload a submittal, or multiple submittals are received from one (1) Contractor, for any solicitation, such submittals will be judged non-responsive. Related parties mean Contractors or the principles thereof, which have a direct or indirect ownership interest in another Contractor for the same solicitation or in which a parent company or the principles thereof of one (1) Contractor have a direct or indirect ownership interest in another Contractor for the same solicitation.

#### **D. INTEGRITY OF SOLICITATION DOCUMENTS**

1. Contractors will use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the Contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the Contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a Contractor wishes to propose must be clearly stated in the Contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

#### **E. LATE SUBMISSION OR MODIFICATIONS**

1. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
2. Modifications in writing received prior to the time set for the submittal will be accepted.

#### **F. WITHDRAWAL OF SUBMITTAL**

1. The submittal may be withdrawn prior to the solicitation opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

#### **G. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS**

1. No oral interpretations will be made to any firms as to the meaning of specifications or any other Contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda will become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

#### **H. REJECTION OF SUBMISSION**

1. The County may reject a submittal if:
  - a. The Contractor incorrectly states or conceals any material fact in the solicitation.
  - b. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.
  - c. The solicitation is conditional, except that the Contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the Contractor was invited.
  - d. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, has the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.
  - e. The County reserves the right to waive minor informalities or irregularities in any submittal.

#### **I. PUBLIC REVIEW AT OPENING**

1. Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals will be subject to review as public records after 30-days from opening, or earlier if an intended decision is reached before the thirty-day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims must be dispositively determined by a court of law prior to trade secret protection being granted.

#### **J. TABULATION INQUIRIES**

1. Inquiries relating to the results of this solicitation, prior to the official award by the Pinellas County Board of County Commissioners may be made by visiting OpenGov or calling the Purchasing Office after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

### **3.3. JOINT VENTURES**

Contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes). Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

### **3.4. EVALUATION CRITERIA - RFP**

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified submittals. Contractor shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their submittal. Each submission shall be evaluated and ranked by an Evaluation Committee. The contract will be awarded to the most qualified Contractor, per the evaluation criteria listed in the solicitation.

### 3.5. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- A. the right to rank firms and negotiate with the most qualified firm.
- B. the right to select the proposal that it believes will serve the best interest of Pinellas County.
- C. the right to reject any or all responses, or parts thereof, to disqualify any and all responses, and/or determine any response to be non-responsive.
- D. the right to cancel the entire Request for Proposal.
- E. the right to remedy or waive technical or immaterial errors in the Request for Proposal or in the proposals submitted.
- F. the right to request any necessary clarifications or proposal data without changing the terms of the solicitation.
- G. the right to require the Proposer to perform the services required on the basis of the original submittal without negotiation.

### 3.6. PROTEST PROCEDURE

Protest procedures are governed by Pinellas County Code Section 2-162, which states:

Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of respondents or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section will not be reviewed."

"Posting. The purchasing department will post the recommended award on or through the departmental website."

Requirements to protest.

"If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."

"If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."

"The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."

"A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the respondent or proposer."

"Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."

"Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."

"Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."

"Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."

"Review of director's decision."

"The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the respondent or proposer deems relevant to the issues raised in the request to review the decision of the director."

"The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."

"Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

### 3.7. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voicedd) fax 727-464-4157, not later than seven days prior to the proceeding.

### 3.8. ADDITIONAL REQUIREMENTS

The County reserves the right to request additional goods or services relating to this agreement from the Contractor. When approved by the County as an amendment to this agreement and authorized in writing, the Contractor will provide such additional requirements as may become necessary.

### 3.9. COLLUSION

The Contractor, by affixing a signature to their response, certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

### 3.10. CONFLICT OF INTEREST

- A. The Contractor, by affixing a signature to their response, represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Contractor further represents that, if it is awarded a contract under this solicitation, no person having any such interest will be employed during the contract term and any extensions. In addition, the Contractor will not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the Contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- B. The Contractor will promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification will identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion, by certified mail, within thirty days of receipt of notification by the Contractor.
- C. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:
  1. Pinellas County Clerk of Circuit Court – Division of Inspector General
  2. Phone – (727) 45FRAUD (453-7283)
  3. Fax – 727-464-8386

### 3.11. CONTRACT STANDARD TERMS & CONDITIONS

The awarded contract resulting from this solicitation will be subject to the County's Standard Terms and Conditions effective as of the date of the contract award, available at <https://pinellas.gov/county-standard-terms-conditions/>, and any Special Conditions outlined in this solicitation.

The successful Contractor must be prepared for the County to accept its response as submitted, subject to the Standard and Special Terms & Conditions. The successful Contractor's response will be incorporated into the final contract as the Scope of Work. The County may reject any exception to the Standard or Special Terms & Conditions proposed by the Contractor, and will not be bound by any additional or modified terms and conditions included in the successful Contractor's

response that are in conflict with the Standard or Special Terms and Conditions, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

If the successful Contractor fails to sign all documents necessary to successfully execute the final contract within a reasonable time following the award, or (if applicable) negotiations do not result in an acceptable agreement, the County may reject the response or revoke the award, and may begin negotiations with another Contractor. Final contract terms must be approved or signed by the appropriately authorized County official(s).

### 3.12. CONTRACTOR CAPABILITY / REFERENCES

Prior to agreement award, any Contractor may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

### 3.13. CONTRACTOR LICENSE REQUIREMENT

All Contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any submittal and/or award.

### 3.14. CORPORATE REGISTRATION

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 [www.flsenate.gov/Laws/Statutes/2011/607.1501](http://www.flsenate.gov/Laws/Statutes/2011/607.1501).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit [dos.myflorida.com/sunbiz/](http://dos.myflorida.com/sunbiz/) for this information on how to become registered.

### 3.15. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- A. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- B. Contractors are required to state exactly what they intend to furnish otherwise they will be required to furnish the items as specified.
- C. Contractor submission must include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.
- D. **ALTERNATES:** Alternates will not be considered unless authorized by the solicitation. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the Contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the OpenGov Q & A section prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.
- E. **OR EQUAL DETERMINATION:** Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

### 3.16. E-VERIFY

The Contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they must immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor will insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

### 3.17. EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained or referenced in this solicitation it must explicitly identify the term and the exception in its response to the solicitation. Contractor's stated exception to a non-negotiable term may disqualify it from consideration for award.

### 3.18. INDEMNIFICATION

By submitting a response to this solicitation, Contractor understands and agrees that if awarded the indemnification provisions in the <https://pinellas.gov/county-standard-terms-conditions/> apply, subject to Pinellas County Resolution 2006-70 ("Indemnification").

### 3.19. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent Contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement will be considered a material breach and grounds for immediate termination of the agreement.

### 3.20. INSURANCE

The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of award may result in the County to vacate the original determination or recommendation and proceed with recommendation to another Contractor.

### 3.21. LOBBYING

All Contractors agree to adhere to Pinellas County Code Section 2-189, which states:

Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective respondent/proposer/protestor from contacting the Purchasing Department or the County Attorney's Office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the respondent, any member of the respondent's staff, any agent or representative of the respondent, or any person employed by any legal entity affiliated with or representing a respondent, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a respondent/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.



Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director.

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

### 3.22. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The laws of the State of Florida apply to any purchase made under this solicitation. Contractors must comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this agreement.

### 3.23. RESPONSIBLE VENDOR DETERMINATION

Vendor is hereby notified that Section 287.05701, Florida Statutes, requires that the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

### 3.24. NON-EXCLUSIVE CONTRACT

Award of this agreement will impose no obligation on the County to utilize the Contractor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision will apply separately to each term.

### 3.25. PROCUREMENT POLICY FOR RECYCLED MATERIALS

- A. Pinellas County wishes to encourage its Contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- B. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive Contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, Contractor must certify that their materials and/or products contain at least the content recommended by the Environmental Protection Agency (EPA) guidelines.
- C. On all quotes, or as required by law, the Director of Purchasing and Risk Management require Contractors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- D. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

#### **Definitions for Recycled Materials:**

**Recovered Materials:** Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

**Recycled Materials:** Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

**Postconsumer Materials:** Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

### 3.26. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated, the Contractor(s) agree to make available to all "Eligible Users" the prices submitted in accordance with the terms and conditions of the contract resulting from this solicitation. Eligible Users means all State of Florida government agencies, the legislative and judicial branches, and political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the resulting contract.

### 3.27. PUBLIC EMERGENCIES

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County will require a first priority for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a first priority basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

### 3.28. PUBLIC ENTITY CRIMES STATEMENT

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any agreement awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

### 3.29. PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation will belong exclusively to the County.

To the extent that Contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Contractor will provide an additional copy of the Contractor's submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Contractor signature page, Contractor acknowledges and agrees:

- A. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the Contractor will be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action will be taken immediately, but no later than ten (10) calendar days from the date of notification or Contractor will be deemed to have waived the trade secret designation of the materials;
- B. That to the extent that the Contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the Contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- C. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- D. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total Contractor prices, the work, services, project, goods, and/or products to be provided by Contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the Contractor is not acceptable to the County and will result in a determination that the Contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

### 3.30. TRUTH IN NEGOTIATIONS

The Contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto will be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

+ Add Item

## 4. Special Terms & Conditions

*Add optional description to section*

### 4.1. INTENT

It is the intent of Pinellas County to establish an Agreement for Disability Benefits & FMLA Administration Services to be ordered, as and when required.

### 4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) *(if the Agreement includes software, online, or digital content services)*

Any terms required by law

### 4.3. PRICING/PERIOD OF CONTRACT

Unit prices submitted of listed items will be held firm for the duration of the Agreement. Duration of the Agreement will be for a period of 60 months from the date of Agreement award and any extension thereof.

### 4.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for two (2) additional twelve (12) month period(s) beyond the primary contract period or earlier if the original contract is completed early. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County.

### 4.5. PRE-COMMENCEMENT MEETING

Not Applicable

#### 4.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

#### 4.7. ASBESTOS MATERIALS

The Contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

#### 4.8. SERVICES

***The terms below are applicable if the Solicitation includes the provision of SERVICES:***

- A. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

#### 4.9. GOODS & PRODUCTS

***The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:***

- A. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

#### 4.10. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

#### 4.11. PERFORMANCE SECURITY

Not Applicable

[+ Add Item](#)

### 5. Insurance Requirements

*Add optional description to section*

#### 5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

## 5.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@jdidata.com](mailto:PinellasSupport@jdidata.com) by the Vendor or their agent prior to the expiration date.
1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Vendor of this requirement to provide notice.
  2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
    - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
    - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
    - c. Provide that County will be an additional indemnified party of the subcontract;
    - d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
    - e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
    - f. Assign all warranties directly to the County; and
    - g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- F. Each insurance policy and/or certificate shall include the following terms and/or conditions:
1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
  2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
  3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

## 5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

### A. Limits

1. Employers' Liability Limits Florida Statutory
  - a. Per Employee \$ 500,000

- b. Per Employee Disease \$ 500,000
- c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

#### 5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

##### A. Limits

1. Combined Single Limit Per Occurrence \$ 1,000,000
2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal Injury and Advertising Injury \$ 1,000,000
4. General Aggregate \$ 2,000,000

#### 5.5. CYBER RISK LIABILITY (NETWORK SECURITY/PRIVACY LIABILITY) INSURANCE

To include cloud computing and mobile devices, for protection of private or confidential information whether electronic or non- electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

##### A. Limits

1. Each Occurrence \$ 5,000,000
2. General Aggregate \$ 5,000,000

- B. For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

#### 5.6. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE

Minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

##### A. Limits

1. Each Occurrence or Claim \$ 5,000,000
2. General Aggregate \$ 5,000,000

- B. For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

#### 5.7. CRIME/FIDELITY/FINANCIAL INSTITUTION INSURANCE

Coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

##### A. Limits

1. Each Occurrence or Claim \$ 5,000,000
2. General Aggregate \$ 5,000,000

## 5.8. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

[+ Add Item](#)

## 6. Scope of Work / Specifications

*Add optional description to section*

### 6.1. OBJECTIVE/JUSTIFICATION

The Pinellas County Unified Personnel System (UPS) desires to obtain disability benefits and FMLA administration services for Pinellas County (County) employees.

### 6.2. BACKGROUND

The UPS performs centralized personnel and benefits functions for the approximately 3,200 employees of the Board of County Commissioners and elected officials, including the Clerk of the Court, Tax Collector, Property Appraiser, Supervisor of Elections, and independent agencies. The County offers disability benefits through a self-funded Short-Term Disability (STD) plan with Administrative Services Only (ASO) and Advice to Pay (ATP) and a fully insured group Long-Term Disability (LTD) plan. The County also contracts for Family and Medical Leave Act (FMLA) administration services and currently utilizes the same carrier for all three programs. The County believes that this consolidated program of absence management services by a single vendor offers advantages to both employees and the employer. It also provides consistency and compliance with County policies and programs as well as local, state, and federal regulations. The current rates with United HealthCare Services Inc paid for through the county payroll system, are as follows:

- A. Short-Term Disability ASO: Fee of \$ 2.19 per employee per month (without check writing),
- B. Group Long-Term Disability Plan (Fully Insured): Fee of \$ 0.39 per \$100 of monthly salary with \$5,000 maximum monthly benefit,
- C. Family and Medical Leave Act (FMLA) Administrative: Fee of \$ 1.48 per employee per month.

### 6.3. ATTACHMENTS TO THE PROPOSAL

The following links from the Pinellas County website are attachments to this request for proposal.

- A. Pinellas County FMLA Handbook (Policy) <https://pinellas.gov/fmla-handbook/>
- B. STD Certificate <https://pinellas.gov/short-term-disability-plan-summary/>
- C. LTD Certificate <https://pinellas.gov/group-long-term-disability-certificate-of-coverage-class-1/>

The following files are also attachments to this Request for Proposal.

- D. Attachment 1: FMLA Absence Incidence
- E. Attachment 2: LTD Group Claim Experience
- F. Attachment 3: LTD Claims
- G. Attachment 4: Pinellas BOCC STD Incurred Claim Counts

### 6.4. SCOPE OF SERVICES

#### 6.4.1. **General Requirements for the Disability Programs (Short Term Disability and Long Term Disability)**

The County self-funds STD benefits for all permanent employees working at least 20 hours a week. The County desires a proposal for Administrative Services Only (ASO) services for STD claims. These ASO services must include:

- A. Claim intake, approval,
- B. Denying or closing claims for benefits,
- C. Management of claims to facilitate the earliest possible return to work
- D. Determining the amount of benefits payable.
- E. Offer advice to pay

6.4.2. The STD plan covers all permanent employees working at least 20 hours per week. There are two different classes of permanent employees: exempt and classified. There are differences in the provisions for each class. Currently County issues payment for approved claim through its payroll system.

6.4.3. The selected vendor will be expected to perform the following duties, plus those contained in the RFP but not limited to:

A. Claims Administrative Services, including the following:

- i. Prompt 5-business day notification after receipt of complete, initial STD claim; courteous and accurate processing of claims within the provisions of the certificates for both the STD and LTD plans.
- ii. Full claim intake by the carrier using telephonic, online, and/or paper submission of claims.
- iii. Printed materials, including group master policy, individual plan description booklets for each employee, pamphlets, and other materials to educate employees on the STD and LTD plans and to encourage enrollment in the LTD plan.
- iv. Electronic materials for placement on the Pinellas County benefits website.
- v. Participate in monthly Absence Management Meetings with county representatives.
- vi. Providing an action plan and timeline for corrective actions identified during monthly meetings.

B. Disability Management Services, necessary for approval of claims and appropriate management afterward, including the following:

- i. Medical intervention by nurse case managers, physicians, and other professionals,
- ii. Independent medical and psychological exams, peer review, second opinions, functional capacity exams, and workplace therapy or rehabilitation,
- iii. Vocational counseling, testing, transferable skills analysis, retraining services and placement services,
- iv. Professional investigation services and disability evaluation interviews for potential fraud. What process is used for the STD and FMLA claimant investigations?
- v. Reports as stipulated for STD and LTD,
- vi. Quality control standards for both the claims approval and claims management process.
- vii. Rendering decisions on STD claims and performing all duties required under federal FMLA regulations and the County FMLA policy.

6.4.4 With respect to the LTD plan, all services normally furnished under a fully insured LTD plan are expected to be provided and detailed in your proposal, including EAP services.

## 6.5. PLAN DESIGN OF SHORT-TERM DISABILITY (STD)

6.5.1 A summary of the current plan design is shown below. Full plan specifications are in the current STD certificate of coverage which is an attachment to this request for proposal. All proposals must duplicate the plan design in the certificate to the greatest extent possible, with any deviations clearly stated.

6.5.2 Current Plan Specifications

- A. Elimination Period – 7 days for classified employees and none for exempt employees
- B. Weekly Benefit – 66 2/3% of normal weekly earnings
- C. Biweekly Claims Payment
- D. Own occupation benefit
- E. Maximum Benefit Period – 6 weeks of benefits in the first year of employment, increased by 5 weeks after each uninterrupted year of employment to a maximum of 26 weeks after 5 years of employment
- F. Offsets to monthly benefits include income from gainful employment, Social Security, auto insurance PIP, and workers' compensation
- G. Partial disability benefits are also payable under the plan

## 6.6. GENERAL REQUIREMENTS FOR THE LONG-TERM DISABILITY (LTD) PROGRAM

6.6.1 In addition to the services requested for both plans, the following reporting services specific to LTD, which, if not part of your standard reports, should include:

- A. Annual experience reports and accounting of all monies received under the plan
- B. Monthly billing statements by County division. Each division (Board of County Commissioners, Clerk of Court, etc.) will self-report and remit premium based on number of participants and total monthly salary within each eligible class.
- C. Reports of claims (sorted by County division) by nature of disability, age, sex, and duration.

## 6.7. PLAN DESIGN OF LONG-TERM DISABILITY (LTD) PROGRAM

6.7.1 A summary of the current plan design is shown below. The current certificate of coverage is an attachment to this request for proposal. All proposals must duplicate the plan design in the certificate to the greatest extent possible, with any deviations clearly stated.

6.7.2 Eligibility and Contributions

- a. All permanent employees working at least twenty (20) hours per week are eligible for the benefit. There are approximately 3,200 eligible employees. Classified employees are eligible for LTD after completing one year of service.
- b. Non-Contributory - Exempt employees and classified employees with five (5) or more years of service. Enrollment is passive. No enrollment forms are completed.
- c. Contributory - Classified employees with one to four (1-4) years of service. Employees who enroll within thirty (30) days of their eligibility date are not subject to underwriting.



### 6.7.3 Current Plan Specifications

- a. Elimination Period – 180 days
- b. Proof of Loss must be received within 1 year and 90 days after the end of the Benefit Waiting Period, or it will be denied.
- c. Monthly Benefit – 60% of basic monthly earnings to a maximum monthly benefit of \$5,000
- d. Own occupation benefit – 24 months
- e. Maximum Benefit Period – Determined by your age when Disability begins, as follows:

i.	Less than age 60.....	To age 65
ii.	60.....	60 months
iii.	61.....	48 months
iv.	62.....	42 months
v.	63.....	36 months
vi.	64.....	30 months
vii.	65.....	24 months
viii.	66.....	21 months
ix.	67.....	18 months
x.	68.....	15 months
xi.	69 or older.....	12 months

- f. Offsets to monthly benefits include income from gainful employment, Social Security, retirement benefits through this employer, and workers' compensation.
- g. Partial disability benefits are also payable under the plan including a work incentive benefit allowing up to 100% of pre-disability earnings for up to 12 months.

## 6.8. GENERAL REQUIREMENTS FOR THE FAMILY & MEDICAL LEAVE (FMLA) ADMINISTRATION

6.8.1 The selected proposer will be expected to perform the following FMLA duties, plus those contained within the RFP but not limited to.

- a. Full administration of FMLA. Use of the reporting hierarchy in the County Human Resources Information System (HRIS) to identify employee's supervisory chain and properly route administration correspondence by email, mail and/or phone to immediate supervisor, director, and Human Resources Benefits Division contacts.
- b. Provide a single point of contact for employees requesting FMLA leave, filing and administration of short-term disability claims, and long-term disability claims.
- c. Rendering of timely and accurate decisions on FMLA leave requests and performing all duties required under federal FMLA regulations and the County FMLA policy.
- d. Timeliness will be monitored frequently and must be consistent across all employees.
- e. Providing first-level appeal processes for FMLA decisions.
- f. Provide required reporting for the FMLA program.
- g. Advising employer contact of suspected misuse of or fraudulent claims for FMLA leave in a timely manner.
- h. Conduct the investigation of the misuse of or fraudulent claims for FMLA leave on behalf of the Employer.
- i. Cooperate in any investigation conducted by the County or any of its agencies of a claim of violation of its Family and Medical Leave policy.
- j. Make all records relating to the administration of the contract available for investigation or audit by the County upon request at no additional cost.
- k. Request authentication or clarification of certifications, if appropriate.
- l. Participate in monthly Absence Management Meetings with county representatives.
- m. Providing an action plan and timeline for corrective actions identified during monthly meetings.

## 6.9. PLAN DESIGN FOR THE FAMILY & MEDICAL LEAVE (FMLA) ADMINISTRATION

Pinellas County desires a proposal on Administrative Services Only (ASO) for FMLA claims. These ASO services must include claim intake, approving, denying or closing claims for benefits management of claims to facilitate the earliest possible return to work and determining the amount of benefits.

## 6.10. GENERAL REQUIREMENTS FOR ALL PLANS

The County requires a single employer portal for all three products for use by Benefits staff, to pull reports, verify start and end date of leaves, verify time taken and total time remaining, and other administrative needs.

The County requires a single customer service/claim intake line for disability and FMLA, giving employees one phone number to call to originate a claim or to discuss claims in process. The intake representative should initiate both disability and FMLA during the call if warranted.

The County requires a single employee portal for disability and FMLA, for employees to upload their paperwork, check status of their claim and other needs.

## 6.11. COMPENSATION/FEEES

- A. Please confirm your firm's ability to provide guaranteed fees.

- B. List and describe any additional fees (i.e. implementation fees) that apply to your solution.
- C. Do not include any commissions, fees, overrides payable to any agent in relation to this RFP response.
- D. A demonstration of the employer portal and employee portal.

[+ Add Item](#)

## 7. Evaluation Criteria

*Add optional description to section*

### Phase 1

#### Evaluation Criteria

##### 1. Qualifications

A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services.

a) At a minimum, this should include:

- i. Background information about the firm, management structure, related qualifications to perform the services, and the organizational structure.
- ii. Resumes of only those staff to be assigned to work on behalf of the City and geographical location of the service facility and office through which this contract shall be administered.
- iii. A detailed description of their experience for providing these services to other governmental clients.
- iv. Proven ability of the company to administer plans of employer groups similar in size to Pinellas County.
- v. Demonstrated ability to provide efficient and effective claims processing & approval, claims management services and claims payment.
- vi. Demonstrated ability to provide consistent and timely performance of FMLA administration within federal requirements and County policy.

b) Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

c) Who will be the lead account manager and service representative assigned to Pinellas County?

- i. Provide address of office from which this project would be managed (Address, City, State, Zip Code. Telephone No., and Fax No.
- ii. Organizationally, how will these individuals interact with your claims, underwriting and billing departments on behalf of Pinellas County?
- iii. What authority would the lead account manager have to make commitments on behalf of these departments?
- iv. If FMLA will have a different account manager and service representative provide the same information for those individuals.

d) Where is the proposer 's corporate headquarters located?

- i. Annual Revenue.
- ii. Total Number of Employees.
- iii. Total Number of Current Clients/Customers.
- iv. Briefly describe other lines of business that the company is directly or indirectly affiliated with.
- v. Provide any other names under which Respondent has operated within the last 10 years and length of time under for each.

##### Scoring Method:

0-10 Points

##### Weight (Points):

200 (20% of Total)

##### 2. Approach - Section 1: General Questions for All Three Programs (STD, LTD and FMLA)

A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work.

- a. Summarize the specific implementation tasks required and the responsibilities of all parties during the process. Attach your standard implementation schedule.
- b. State and provide detail on performance guarantees you will offer to Pinellas County.
- c. What will be your process for taking over any existing STD and FMLA leaves?

**Section 1: General Questions for All Three Programs (STD, LTD and FMLA)**

- a. Please provide samples of your reports. Please confirm your ability to make reports available by billing division.
  - i. STD and LTD claim status reports including pending, approval status, and approved through dates
  - ii. STD and LTD Payment reports
  - iii. FMLA open leave reports
  - iv. FMLA activity reports
  - v. STD, LTD and FMLA management reports
  - vi. Integrated reports for FMLA and disability
  - vii. Describe the frequency and means of accessing absence management and other reports by the plan sponsor and options for custom reporting.
- b. Please provide samples of the following forms and list any which are available online.
  - I. Claim form, attending physician statement and employer statement
  - II. FMLA forms including medical certification forms.
- c. Provide details on your quality control, including any standards you require and your procedures to ensure they are met. In addition:
  - i. Do you have a procedure for tracking and resolving complaints?
  - ii. How do you handle administrative or processing errors?
  - iii. Please be specific as to which measures apply to:
    - o STD administrative services
    - o FMLA administrative services
    - o LTD claims processing
- d. Describe how your company integrates absence management services.
  - i. Leave/claim intake staff, phone number, intake web portal
  - ii. Ability to integrate the employer's management hierarchy into your administration processes
  - iii. What communications can be sent directly to immediate supervisors for STD and/or FMLA leaves
  - iv. Can County HR have administrative rights to any or all these communications
  - v. What communications will only be sent to County HR?
  - vi. Will you offer a choice of consolidated or separate invoicing for the STD, LTD and FMLA administration?

**Scoring Method:**

0-10 Points

**Weight (Points):**

100 (10% of Total)

**3. Approach - Section 2: Questions Specific to Disability Programs (STD and LTD)**

**Section 2: Questions Specific to Disability Programs (STD and LTD)**

- a) Fully describe your FMLA leave and disability claim reporting and processing.
  - i. Telephonic
  - ii. Online
  - iii. Paper
  - iv. Do you have a toll-free number for both claimants and employer use?
  - v. Do you permit employers and claimants to communicate with claims analysts via email?
  - vi. List hours of operation for claims department Eastern Standard Time.
  - vii. Will you provide a dedicated claims analyst for all Pinellas County claims?
  - viii. What is your company's turnaround time for complete claim submissions?
- b) Describe your disability claims management services:
  - i. What guidelines are used for determining when a claim is reviewed by licensed medical personnel?
  - ii. Describe the criteria and process for determining whether an STD claim is likely to become an LTD claim and a candidate for early intervention?
  - iii. Will you provide local access to an occupational rehabilitation (or similar) specialist to facilitate return to work in order to avoid or reduce the duration of LTD claims? If so, what are the specific costs associated with this?
  - iv. What guidelines are in place to reduce the length of STD claims?
- c) Will you require a separate application for STD claims that may become LTD claims? If so, provide rationale.

d) Does your LTD policy language differ from the attached current LTD certificate, section "Disabilities Subject to Limited Pay Periods" with respect to mental disorders, substance abuse or other limited conditions? If yes, explain in detail how it differs.

e) Do you offer third party recovery services for STD? If yes, provide details, including cost.

f) Describe in detail the process you follow from the initial request of the employee for STD claims to the employer notification of approval/denial.

g) Describe in detail your method of employer notification of STD and LTD approval, denial or pending status.

h) Please provide samples of your STD notification communications to employees and employer representatives.

i) Please provide full description of the process for transitioning from an STD to LTD claim.

j) Please provide your definition of disability during the own occupation and any occupation period.

k) Please provide options for our current LTD maximum benefit of \$5,000 and for a maximum of \$7,500.

**Scoring Method:**

0-10 Points

**Weight (Points):**

100 (10% of Total)

**4. Approach - Section 3: Questions Specific to FLMA Administration**

Section 3: Questions Specific to FLMA Administration

a) Please provide a sample of the data layout and data implementation schedule required for you to administer FMLA, short term disability or both.

b) Review the Pinellas County FMLA Handbook (Policy) and state whether your firm will be able to administer the policy.

i. Recertification is requested every six (6) months or in cases where the current certification doesn't support the leave request. Please respond as to how your processes will accommodate this requirement or make a recommendation and explain the best practices in relation to.

ii. Pinellas does not require written medical certification in certain instances. Please review that section of the handbook and respond as to how your processes will accommodate this requirement.

c) Describe in detail the process you follow from the initial request of the employee for FMLA leave to the employer notification of approval/denial. What process are in place to ensure timely adjudication of FMLA leave requests?

d) Please provide samples of your FMLA notification communications to employees and employer representatives

e) Describe in detail your method of employer notification of FMLA approval, denial or pending status.

**Scoring Method:**

0-10 Points

**Weight (Points):**

100 (10% of Total)

**5. Statement of Work**

A separate proposed Statement of Work (Proposer's Statement of Work) that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement as an Exhibit at the County's option.

Provide Proposers STD Administrative Services Only (ASO) sample agreement and LTD sample group master policy. County sample agreement attached.

**Scoring Method:**

0-10 Points

**Weight (Points):**

200 (20% of Total)

**6. Compensation**

The proposed compensation to be paid by the County for the services identified in the Proposer's Statement of Work; Proposer shall submit 1.4 Price Page attached within the Vendor Questionnaire.

Short Term Disability Combined With & Without Check Writing	25% of 250 Points	62.50 Points
Long Term Disability	65% of 250 Points	162.50 Points
Family Medical Leave Act	10% of 250 Points	25.00 Points
<b>Total</b>		<b>250 Points</b>

- Please confirm your firm's ability to provide guaranteed fees.
- List and describe any additional fees (i.e. implementation fees) that apply to your solution.
- Do not include any commissions, fees, overrides payable to any agent in relation to this RFP response.

**Scoring Method:**

Points Based

**Weight (Points):**

250 (25% of Total)

**7. No Exceptions to RFP**

Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Agreement must be stated with specificity in its response to the RFP. The points available under this criterion will be deducted if the Proposer takes exception to any language to this RFP package. Failure to provide exceptions with the submittal shall result in the mandatory acceptance of the agreement as submitted herein by default. Exceptions must be submitted on a separate sheet titled: exceptions.

**Scoring Method:**

Points Based

**Weight (Points):**

50 (5% of Total)

## 8. Vendor Questionnaire

*Add optional description to section*

**1. VENDOR QUESTIONNAIRE**

Respondents are expected to organize their submittals in such a manner as to facilitate the evaluation process. Submittals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the solicitation being addressed.

Evaluators will make a reasonable effort to locate information in the responses; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate credit.

Additional documentation may be requested by the County to ensure contract compliance.

**1.1. CONTRACTOR ACCEPTANCE FORM\***

Download the below documents, complete, and upload.

 [1.29.2024.Vendor.acceptance.pdf](#)

\*Response required

**1.2. OPENGOV ELECTRONIC PRICING PROPOSAL AND DELIVERY DAYS\***

See OpenGov electronic [Pricing Proposal](#). Pricing must be submitted within the OpenGov electronic [Pricing Proposal](#) and all pricing must be completed.

DELIVERY \_\_\_\_ DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 [www.flsenate.gov/Laws/Statutes/2011/607.1501](http://www.flsenate.gov/Laws/Statutes/2011/607.1501).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit [dos.myflorida.com/sunbiz/](https://dos.myflorida.com/sunbiz/) for this information on how to become registered.

Enter response

\*Response required

**1.3. SUBMITTAL DOCUMENTS\***

Upload all other documents relating to this solicitation.

Please "tab" response to correspond to the Evaluation Criteria of this RFP:

Tab 1 - Qualifications

Tab 2 - Approach Section 1

Tab 3 - Approach Section 2

Tab 4 - Approach Section 3

Tab 3 - Statement of Work

Tab 4 - Compensation

Tab 5 - Exceptions to RFP

Any additional information Proposer wishes to provide.

\*Response required

1.4. Price Page \*

Please download the below documents, complete, and upload.

 [25-0090-RFP\\_Price\\_Page.xlsx](#)

\*Response required


9. Pricing Proposal

Add optional description to section




Line Item	Description	Quantity	Unit of Measure	Columns
1	LUMP SUM TOTAL: Enter the Contract 60 month contract total from the price page in Section 7 Vendor	1	LS	
Total				

10. Attachments

All attachment links are provided in Section 6.3 of the Scope of Work.

⋮	 <a href="#">D - FMLA Absence Incidence</a>	 
⋮	 <a href="#">E - LTD Group Claim Experience</a>	 
⋮	 <a href="#">F - LTD Claims</a>	 
⋮	 <a href="#">G - Pinellas County BOCC STD Incurred claim CountsByMonth</a>	 

Attachments

Drop some files here or click to select files to upload.  
  

11. Sample Agreement

Add optional description to section

AGREEMENT

25-0090-RFP

Disability Benefits & FMLA Administration Services

This Agreement (the “agreement” or “contract”) is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and [Contractor Legal Name] whose primary address is [Contractor Legal Address] (hereinafter “CONTRACTOR”) (jointly, the “Parties”).

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transaction and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:

- a. This Agreement
- b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
- c. Solicitation Section 4, titled Special Conditions attached as Exhibit C.
- d. Solicitation Section 5, titled Insurance Requirements attached as Exhibit D.
- e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit E.
- f. Contractor's response to Solicitation Section 9, titled Pricing Proposal attached as Exhibit F.
- g. STD Certificate- attached as Exhibit G
- h. LTD Certificate- attached as Exhibit H

2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

**B. Term**

1. The initial term of this Agreement shall be for 60 months,

**C. Expenditures Cap**

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed [NTE Approval Amount] for [NTE Period] without a written amendment to this Agreement.
2. In no event will annual expenditures exceed [\$] within any given fiscal year without a written amendment to the Agreement.

**D. Entire Agreement**

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature:

Print Name and Title:

Date:

For County:

Signature:

Print Name and Title:

Date:

Merry Celeste, CPPB  
Division Director  
Purchasing and Risk Management

January 16, 2025

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Disability Benefits & FMLA Administration Services

PROPOSAL NUMBER: 25-0090-RFP

PROPOSAL SUBMITTAL IS DUE: January 30, 2025 @ 3:00 P.M.

**ADDENDUM NO. 1**

Following is additional information, clarifications, questions, and responses relative to the referenced Request for Proposal (RFP):

**INFORMATION:**

The PROPOSAL SUBMISSION DEADLINE has changed from 3:00 PM on January 30, 2025, to 3:00 PM on February 6, 2025.

**CHANGES / CLARIFICATIONS:**

Each Contractor interested in receiving a copy of the Census must email Patricia Cortez at [pdcortez@pinellas.gov](mailto:pdcortez@pinellas.gov). Once the email has been received, the County will work to send the Contractor an encrypted email with the census information.

Note a second addendum will be published to answer the remaining questions and provide additional attachments as requested.

All other specifications, terms, and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in OpenGov.

Sincerely,

*Patricia Cortez* obo

Merry Celeste, CPPB  
Division Director  
Purchasing and Risk Management

PLEASE ADDRESS REPLY TO:  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756  
Phone: (727) 464-3311  
FAX: (727) 464-3925  
Website: [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)





Merry Celeste, CPPB  
Division Director  
Purchasing and Risk Management

*January 17, 2025*

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Disability Benefits & FMLA Administration Services

PROPOSAL NUMBER: 25-0090-RFP

PROPOSAL SUBMITTAL IS DUE: February 6, 2025 @ 3:00 P.M.

### **ADDENDUM NO. 2**

Following is additional information, clarifications, questions, and responses relative to the referenced Request for Proposal (RFP):

#### **INFORMATION:**

Q&A(s) to date are listed below to expedite the conveyance of information. Questions that have not been answered will be addressed in Addendum No. 3 and will be published as soon as possible

#### **CHANGES / CLARIFICATIONS:**

The following Attachments have been added to the solicitation:

1. FMLA Handbook
2. LTD Group Claim Experience, Claim Count Removed
3. LTD – Class 1
4. LTD – Class 2
5. PCBOCC Open LTD Claim Listing With Claim Reserve With Closed and Pending
6. Short-Term Disability Plan

PLEASE ADDRESS REPLY TO:  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756  
Phone: (727) 464-3311  
FAX: (727) 464-3925  
Website: [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)



**QUESTION(S)/RESPONSE(S):**

<b>25-0090-RFP Disability Benefits &amp; FMLA Administration Services - Questions and Answers</b>		
<b>Question Number</b>	<b>Question</b>	<b>Response</b>
1	Please confirm the plan effective dates; is it 1/1/2026?	Correct, this is a new contract that will go into effect on 1/1/2026 to allow time for the solicitation process and contract negotiations.
2	Please provide a full census of all eligible/enrolled employees	Please see Addendum No. 1 for directions on how to receive a copy of the census.
3	Hello, I have reviewed the RFP and am unable to locate the Employee Census. Please provide for quoting. Thank you,	Please see Addendum No. 1 for directions on how to receive a copy of the census.
4	When will the census be provided?	Please see Addendum No. 1 for directions on how to receive a copy of the census.
5	Page 41 has a link for a 'Contractor Acceptance Form' however, the link goes to an error page. Can you please advise how we can obtain this document?	Please use a different search engine, Edge, and it will open.
6	We are getting an error when attempting to download the Price Page (25-0090-RFP_Price_Page.xlsx). Are you able to include this document with the other attachments?	Please use a different search engine, Edge, and it will open.
7	What has been the year over year average of insured EEs in LTD, 2021 " 2024?	The answer will be provided in Addendum No. 3, which is forthcoming.
8	Would a three year rate guarantee be accepted?	Yes
9	Have there been any rate changes since 1/1/2021?	No
10	<p>It is noted that LTD is non-contributory for Exempt EEs and Classified EEs with 5 or more years of service. It is also noted that LTD is Contributory for Classified EEs with 1 " 4 years of service.</p> <p>Can you confirm that the LTD rate of .390 % of IE applies to both non-contributory and contributory classes? If not, please provide the contributory LTD rates.</p>	LTD rate applies to both noncontributory and contributory classes. LTD rate of \$0.39 per \$100 of monthly salary, Max pre-disability (PDE) is \$8,333.33 per month or \$100,000 annually

11	<p>According to the "LTD_Claims" document, from 1/2021 " 10/2024 there have been 19 open, 12 closed, and 1 suspended LTD claims. However, according to the "LTD_Group_Claim_Experience" document there were 288 claims in 2021, 167 in 2022, 40 in 2023, and 0 claims in 2024.</p> <p>Can you explain the discrepancies between these reports?</p>	<p>We have removed the claim counts for the 3-page LTD claim experience report. These counts were not correct for LTD claims. The claim counts that we have provided previously for the LTD open and closed claims are much lower than what was pulled on the LTD experience report. Please note the below LTD claim counts that were posted on the OpenGov site are accurate for this date range.</p> <p><b>LTD Claims</b> <b>1/1/2021 - 10/31/2024</b></p> <table><tr><th>Status</th><th>Claim Count</th></tr><tr><td>Open</td><td>19</td></tr><tr><td>Closed</td><td>12</td></tr><tr><td>Suspended</td><td>1</td></tr><tr><td>Total</td><td>32</td></tr></table>	Status	Claim Count	Open	19	Closed	12	Suspended	1	Total	32
Status	Claim Count											
Open	19											
Closed	12											
Suspended	1											
Total	32											
12	Please provide a full claim list, including open LTD claim reserves, by year of incurred, 2021 – 2024.	The answer will be provided in Addendum No. 3, which is forthcoming.										
13	Good morning! Please advise when a census will be available for the group.	Please see Addendum No. 1 for directions on how to receive a copy of the census.										
14	I want to request a copy of the full census.	Please see Addendum No. 1 for directions on how to receive a copy of the census.										
15	Can we request a census for this group?	Please see Addendum No. 1 for directions on how to receive a copy of the census.										
16	<p>Can we request LTD experience on a yearly basis with the below?</p> <ul style="list-style-type: none"><li>o Reserves</li><li>o Lives history</li><li>o Open and closed claim counts</li></ul>	Open/closed claims counts provided (along with explanation).										
17	<p>Can we request an LTD claims listing with the below?</p> <ul style="list-style-type: none"><li>o- Date of birth</li><li>o- Gender</li><li>o- Date of disability</li><li>o- Total paid amount</li><li>o- Individual reserve amount</li></ul>	The answer will be provided in Addendum No. 3, which is forthcoming.										
18	Can we request ASO Std and Leave Management lives history?	The answer will be provided in Addendum No. 3, which is forthcoming.										
19	When was the last time the group had an open enrollment on the voluntary class for LTD?	LTD is offered for classified employees upon meeting initial eligibility (1 year), with no EOI required. After 1 year, it is not currently offered at open enrollment.										
20	Have there been any rate or plan change history?	No										
21	Is group requesting any specific implementation credits or performance guarantees?	We would like the technology/transition budget/s and Performance Guarantees included in quotes.										
22	Does this group participate in any PERS/STRS plans?	No										
23	Please list all company/union leaves to be included in the quote (Military Leave, Personal Leave etc). Are any not currently in-force?	See FML policy handbook (below)										
24	Please provide handbook/policy documents for all company/union leave plans requested to quote. Service agreements do not provide sufficient detail to evaluate our ability to administer company leaves.	Published as an attachment										
25	Should commissions be included?	No										

26	What is the LTD rate history going back to 2021? Any rate changes from then until now?	No
27	Please provide a copy of a recent billing statement showing lives, volumes, and premiums.	The answer will be provided in Addendum No. 3, which is forthcoming.
28	Please confirm STD is only offered to Board of County Commissioners (BOCC)	Confirmed
29	On the STD incurred claim count by month report, do these counts represent all approved + denied claims? If so, are we able to get a report only showing approved claim counts by month or year?	The answer will be provided in Addendum No. 3, which is forthcoming.
30	LTD experience - we need to see a listing of all open/closed claims going back to 1/1/2021. On the open claims, we need the following information: o- Claimant DOB or age at date of disability o- Date of disability o- Monthly gross benefit amount o- Monthly net benefit amount o- Total paid to date o- Individual claim reserve amount	see answers to Q16 along with updated reports on open/closed claims reporting provided 1.16.25.
31	For the LTD experience, please provide a paid vs incurred claims report which also includes reserves. We either need to see block reserves by year, or individual claim reserves.	The answer will be provided in Addendum No. 3, which is forthcoming.
32	FMLA Absence incidence sheet - Do the Absence Count numbers represent total received claims (approved + denied) or only approved? Can we get these numbers broken out?	The answer will be provided in Addendum No. 3, which is forthcoming.
33	What is the rate(s) for the contributory LTD plan?	See answer to Q10
34	The RFP mentions under section 6.7.2, item C - there is a contributory LTD class of employees that have 1-4 years of service. Is there a separate certificate for the contributory LTD plan?	Class 2 (Classified Employees) are eligible to enroll in LTD after 1 year of service on a VOL basis. There is not er contribution until after 5 years' service. Per the LTD Class 2 SPD: All active full-time Classified Employees with less than 5 years of service and residing in the United States, excluding temporary and seasonal employees Description of Class: Employees are considered full-time if they customarily work 20 hours per week. Employee Waiting Period: An Employee is eligible for insurance on the later of the following dates: 1. The Group Policy's Effective Date, January 1, 2021. 2. The first day of the month on or the next following the date the Employee completes 1 year of continuous employment with the Policyholder. Cost of Insurance: The Covered Person is required to contribute to the entire cost of his insurance
35	Are check cutting services wanted for the ASO STD plan? It appears check cutting services are not currently in place today.	No

36	Please provide a copy of Pinellas County's Fitness for Duty Form for review.	The department works with in-house counsel to determine if a fitness-for-duty exam is needed. Upon decision, the attorney drafts a letter describing the issue and imposing a not-to-exceed amount and applies signature. We utilize Tampa General Hospital Urgent Care for fitness for duty, so we send over the authorization form with the letter and get TGH to sign. Once they've agreed, a location is chosen that is most convenient for the employee, and an appointment is scheduled. Once the appointment is concluded, TGH will issue a report to us declaring the employee fit, not fit, or requires further evaluation, with a recommendation to a specialist.
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All other specifications, terms, and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in OpenGov.

Sincerely,

*Patricia Cortez obo*

Merry Celeste, CPPB  
Division Director  
Purchasing and Risk Management

**Merry Celeste, CPPB**  
**Division Director**  
**Purchasing and Risk Management**

January 24, 2025

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Disability Benefits & FMLA Administration Services

PROPOSAL NUMBER: 25-0090-RFP

PROPOSAL SUBMITTAL IS DUE: February 6, 2025 @ 3:00 P.M.

**ADDENDUM NO. 3**

Following is additional information, clarifications, questions, and responses relative to the referenced Request for Proposal (RFP):

**INFORMATION:** Final response to Q&A(s).

**QUESTION(S)/RESPONSE(S):**

<b>25-0090-RFP Disability Benefits &amp; FMLA Administration Services - Questions and Answers</b>		
<b>Question Number</b>	<b>Question</b>	<b>Response</b>
Census Question	We noticed that some job titled highlighted in blue have employees in both class 1 (Exempt employees) and employees in class 2 (Classified Employees). We wanted to check to make sure the class codes seemed correct to you, maybe there is an additional reason why employees with the same job descriptions would be in both classes. We have the reformatted census by highlighted color currently. If you sort by job description you will see that there are job titles that are considered Class 01 and class 02. Any insight you can share would be helpful	Answer: The classes are for the LTD plan and Class 1 is for either exempt employees OR non-exempt who have been here for 5 or more years. It's totally County-paid. Class 2 is for non-exempt employees who have less than 5 years of service. If they do enroll (which they can after 1 year of employment), it's employee paid until they get to 5-year anniversary.
Census Question	Also in column P row 923, highlighted in yellow, is the Clerk of the Circuit Court – the salary does not seem correct, can you please confirm?	Answer: Formatting issue, there should be a decimal point in front of the last two numbers

PLEASE ADDRESS REPLY TO:  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756  
Phone: (727) 464-3311  
FAX: (727) 464-3925  
Website: [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)



7	What has been the year over year average of insured EEs in LTD, 2021 “ 2024?	The answer will be provided in Addendum No. 4, which is forthcoming.
12	Please provide a full claim list, including open LTD claim reserves, by year of incurred, 2021 “ 2024.	The answer will be provided in Addendum No. 4, which is forthcoming.
17	Can we request an LTD claims listing with the below? o- Date of birth o- Gender o- Date of disability o- Total paid amount o- Individual reserve amount	The answer will be provided in Addendum No. 4, which is forthcoming.
18	Can we request ASO Std and Leave Management lives history?	The answer will be provided in Addendum No. 4, which is forthcoming.
27	Please provide a copy of a recent billing statement showing lives, volumes, and premiums.	The answer will be provided in Addendum No. 4, which is forthcoming.
29	On the STD incurred claim count by month report, do these counts represent all approved + denied claims? If so, are we able to get a report only showing approved claim counts by month or year?	The answer will be provided in Addendum No. 4, which is forthcoming.
31	For the LTD experience, please provide a paid vs incurred claims report which also includes reserves. We either need to see block reserves by year, or individual claim reserves.	The answer will be provided in Addendum No. 4, which is forthcoming.
32	FMLA Absence incidence sheet - Do the Absence Count numbers represent total received claims (approved + denied) or only approved? Can we get these numbers broken out?	The answer will be provided in Addendum No. 4, which is forthcoming.

All other specifications, terms, and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in OpenGov.

Sincerely,

*Patricia Cortez obo*

Merry Celeste, CPPB  
Division Director  
Purchasing and Risk Management

**Merry Celeste, CPPB  
Division Director  
Purchasing and Risk Management**

January 30, 2025

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Disability Benefits & FMLA Administration Services

PROPOSAL NUMBER: 25-0090-RFP

PROPOSAL SUBMITTAL IS DUE: February 6, 2025 @ 3:00 P.M.

**ADDENDUM NO. 4**

Following is additional information, clarifications, questions, and responses relative to the referenced Request for Proposal (RFP):

**INFORMATION:** Final response to Q&A(s) published below.

**CHANGES / CLARIFICATIONS:** The following Attachments have been added to the solicitation:

1. 12-2023 LTD Back Up
2. 2021-12 LTD Invoice
3. 2022-12 LTD Invoice

**QUESTION(S)/RESPONSE(S):**

<b>25-0090-RFP Disability Benefits &amp; FMLA Administration Services - Questions and Answers</b>		
<b>Question Number</b>	<b>Question</b>	<b>Response</b>
7	What has been the year over year average of insured EEs in LTD, 2021 " 2024?	Please refer to copies of prior LTD invoicing for 2021-2024 plan years for LTD averages.
12	Please provide a full claim list, including open LTD claim reserves, by year of incurred, 2021 " 2024.	This was provided in attachments - excel file titled "PCBOCC Open LTD Claim Listing with claims reserve with Closed and pending"

PLEASE ADDRESS REPLY TO:  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756  
Phone: (727) 464-3311  
FAX: (727) 464-3925  
Website: [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)





17	Can we request an LTD claims listing with the below? o- Date of birth o- Gender o- Date of disability o- Total paid amount o- Individual reserve amount	This was provided in attachments - excel file titled "PCBOCC Open LTD Claim Listing with claims reserve with Closed and pending"
18	Can we request ASO Std and Leave Management lives history?	Lives history for ASO STD: <ul style="list-style-type: none"> <li>• 2021- Average @ 3,118</li> <li>• 2022- Average @ 3,090</li> <li>• 2023 - Average @ 3,135</li> <li>• 2024- Average @ 3,205</li> </ul>
27	Please provide a copy of a recent billing statement showing lives, volumes, and premiums.	STD is ASO. We pay PEPM fee. LTD billing statements are attached for 2021-2024 plan years.
29	On the STD incurred claim count by month report, do these counts represent all approved + denied claims? If so, are we able to get a report only showing approved claim counts by month or year?	Yes, both approved and denied are included on the ASO STD incurred claim count report. We do not have a report that captures just approved claims. We have combined reporting with all processed claims
31	For the LTD experience, please provide a paid vs incurred claims report which also includes reserves. We either need to see block reserves by year, or individual claim reserves.	This was provided in attachments - excel file titled "PCBOCC Open LTD Claim Listing with claims reserve with Closed and pending"
32	FMLA Absence incidence sheet - Do the Absence Count numbers represent total received claims (approved + denied) or only approved? Can we get these numbers broken out?	FML incident counts include all claims approved and denied. We do not have reporting that show only approved FML claims.

All other specifications, terms, and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in OpenGov.

Sincerely,

*Patricia Cortez obo*

Merry Celeste, CPPB  
Division Director  
Purchasing and Risk Management