

# **EMERALD COAST UTILITIES AUTHORITY**

**REQUEST FOR PROPOSALS  
FOR  
EMPLOYEE BENEFITS AND INSURANCE  
RFP #2016-07**

**PROPOSALS DUE  
2:00 P.M., CENTRAL TIME  
TUESDAY, MARCH 29, 2016**

**HUMAN RESOURCES & ADMINISTRATIVE SERVICES DEPARTMENT  
EMERALD COAST UTILITIES AUTHORITY  
MARCH 2016**

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## **LEGAL ADVERTISEMENT**

Sealed proposals for RFP Number 2016-07, Employee Benefits and Insurance, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Manager in the Purchasing Office located on the second floor at 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m., local time, Tuesday, March 29, 2016, at which time proposals submitted will be publicly opened. Specifications and information may be obtained from the ECUA, Purchasing and Stores Manager (850-969-3350) or via email at [amy.williamson@ecua.fl.gov](mailto:amy.williamson@ecua.fl.gov) or on the web at [www.ecua.fl.gov](http://www.ecua.fl.gov). Proposals received after the closing time will be returned unopened. ECUA reserves the right to reject any or all proposals and re-advertise.

Advertised in the Escambia Sun Press on February 25, 2016.

**Emerald Coast Utilities Authority  
Purchasing Division  
9255 Sturdevant Street  
Pensacola, Florida 32514-7038  
850-969-3350**

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**STATEMENT OF NO PROPOSAL**

If you **do not** intend to make a proposal for this service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Emerald Coast Utilities Authority Vendors' list for this commodity/service.

We the undersigned have declined to make a proposal on requested service **RFP No. 2016-07 Employee Benefits and Insurance** for the following reasons:

- \_\_\_\_\_ Specifications too "tight," i.e. geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond to the Request for Proposals.
- \_\_\_\_\_ We do not offer this service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet bond/insurance requirements.
- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ Remove us from your vendors' list for this commodity/service.
- \_\_\_\_\_ Other (specify below).

**Remarks:**

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

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** Statement of No Proposal may be faxed into the Purchasing Division (850-969-3384), or emailed to [amy.williamson@ecua.fl.gov](mailto:amy.williamson@ecua.fl.gov)

**Emerald Coast Utilities Authority  
Purchasing Division  
9255 Sturdevant Street  
Pensacola, Florida 32514-7038  
850-969-3350**

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**NOTIFICATION ABOUT FUTURE ADDENDA**

Please provide the following information in order to receive any related addenda to the RFP. All future addenda will be provided by email and posted to the ECUA website at [www.ecua.fl.gov](http://www.ecua.fl.gov) under the tab "Doing Business with ECUA" in the Bid Opportunity section.

NAME: \_\_\_\_\_  
Printed

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

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

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_

FAX NUMBER: (\_\_\_\_\_) \_\_\_\_\_

FEID NUMBER: \_\_\_\_\_

**(VERY IMPORTANT)** EMAIL: \_\_\_\_\_

This form may be faxed into the Purchasing Division (850-969-3384), or emailed to [amy.williamson@ecua.fl.gov](mailto:amy.williamson@ecua.fl.gov).

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# **INFORMATION AND INSTRUCTIONS**

## **Emerald Coast Utilities Authority RFP# 2016-07 Employee Benefits and Insurance**

### **REQUEST FOR EMPLOYEE BENEFITS AND INSURANCE**

The Emerald Coast Utilities Authority (ECUA hereafter) is seeking proposals for group medical, dental, vision, life and disability insurance programs, COBRA administration services, and flexible benefits plan administration for employees, retirees, elected officials and their dependents.

The following words are used interchangeably throughout this document and have the same meaning and effect: contract and service agreement.

### **PROFILE OF EMERALD COAST UTILITIES AUTHORITY**

The ECUA is headquartered in Pensacola, and was established October 1, 1981 by the Florida Legislature as an independent Special District of the State of Florida. ECUA currently has approximately 605 authorized positions and is in the business of providing water, wastewater, solid waste collection, and recyclables collection services in Escambia County, Florida, as well as solid waste and recyclables collection services in portions of Santa Rosa County, Florida.

### **PROPOSAL DUE DATE**

Proposals must be received by 2:00 p.m. local time (Central Time) on Tuesday, March 29, 2016 at which time proposals will be publicly opened in the Finance Conference Room (#2202) at the ECUA's headquarters, 9255 Sturdevant Street (Ellyson Industrial Park) Pensacola, Florida.

Complete proposals (including completion of Proposal Forms, submission of sample service agreement, etc.) are to be delivered in one (1) paper original and four (4) paper copies (a total of five) along with one (1) CD-ROM of the complete proposal. The CD-ROM must contain your proposal in Microsoft Word, and all proposal attachments in the appropriate format, Microsoft Word and/or Microsoft Excel.

Proposals shall be sealed and marked "Proposal for Employee Benefits and Insurance - RFP #2016-07". If proposals are mailed, it is suggested that proposers request the delivering agency to provide a record of their delivery. Proposals received after the established deadline will not be considered. EMAILED OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

Proposals shall be valid for 90 days from the due date and should be mailed to:

Purchasing and Stores Manager  
Emerald Coast Utilities Authority  
P. O. Box 15311  
Pensacola, Florida 32514

**OR**

Delivered to:  
ECUA's Purchasing and Stores Manager  
2<sup>nd</sup> Floor, Purchasing Office  
9255 Sturdevant Street (Ellyson Industrial Park)  
Pensacola, Florida 32514  
(850) 969-3350

Any proposal received after 2:00 p.m. local time (Central Time), March 29, 2016 will not be considered and will be returned unopened.

## **INFORMATION PROVIDED/REQUESTS FOR ADDITIONAL INFORMATION**

This information is provided to facilitate proposals. Much effort was made to provide necessary and accurate information when this RFP was prepared, but ECUA is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

Requests for additional information or clarifications must be made in writing no later than 5:00 p.m. Central Time, Friday, March 18, 2016. The request must contain the proposer's name, address, phone number, and email address.

All questions concerning this RFP must be submitted, in writing, to:

Amy Williamson, Senior Purchasing Agent      Email: [amy.williamson@ecua.fl.gov](mailto:amy.williamson@ecua.fl.gov)

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

## **NOTIFICATION AND DISSEMINATION**

Legal advertisement of this Request for Proposals will be published in the Escambia Sun Press, providing notice to interested parties.

The RFP will be disseminated by the ECUA's Purchasing Division. To request a copy of the RFP and Proposal Forms Package, please email [amy.williamson@ecua.fl.gov](mailto:amy.williamson@ecua.fl.gov) or visit [www.ecua.fl.gov](http://www.ecua.fl.gov) and click on "Bid Opportunities" under the heading "Doing Business with ECUA." Addenda will be disseminated via ECUA's website.

## **RFP TRANSMITTAL**

Whether this Request for Proposals is transmitted to proposers in one entire package, or in separate components, with or without subsequent addenda, each recipient is responsible for assuring that other parties to whom the document(s) are subsequently transmitted receive all relevant documentation.

Also, each primary or secondary recipient should have the Table of Contents, Proposal Summary Forms, and proposer References Form, and other forms applicable to all proposers.

A proposer's response based on less information than provided herein, or failure to respond to relevant proposal questions, could put the proposer at a competitive disadvantage.

## **WAIVER/REJECTION OF PROPOSALS**

The Emerald Coast Utilities Authority reserves the right to waive informalities in any proposal; reject any or all proposals, in whole or in part; re-advertise a request for proposals, in whole or in part; and to accept a proposal that, in its judgment, is the lowest and best proposal of a responsible responder. In accepting a proposal, ECUA may award a contract based only on the base proposal, the base proposal plus alternates, or the base proposal plus any alternates which ECUA selects—with all decisions being made based upon what ECUA believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. ECUA further reserves the right to increase or decrease quantities as may be required to meet the needs of ECUA, at the unit price which was proposed. The ECUA does not discriminate on the basis of race, color, national

origin, sex, religion, age, marital status, disability/handicapped status, veteran status, or any other legally protected status in employment or provision of service.

### **PROPOSAL WITHDRAWAL**

No proposal may be withdrawn for a period of ninety (90) days from the opening of the proposals. Prices may not be modified during this period. Proposals may be withdrawn at any point prior to the RFP opening time.

### **USE OF PROPOSAL FORMS**

Proposers should complete the appropriate Proposal Form(s) included as a separate attachment to this RFP. All blanks on the Proposal Forms should be completed.

Supplemental information may be attached to the Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of your proposal.

### **NON-CONFIDENTIALITY OF PROPOSALS**

ECUA does not warrant the confidentiality of proposals submitted in response to this Request for Proposals. All proposals are subject to Florida's public records law. Proposers requiring confidentiality should not submit.

RFP Tabulations/List of Proposers will be posted for review by interested parties on the ECUA Website, [www.ecua.fl.gov](http://www.ecua.fl.gov) on or about March 29, 2016. It will also be posted for review in the Purchasing Section at ECUA, 9255 Sturdevant Street (Ellyson Industrial Park) on or about March 29, 2016, and will remain posted for seventy-two (72) hours, excluding weekends and holidays.

### **CONTRACT EFFECTIVE DATES**

Proposals should be valid from October 1, 2016 effective date and valid for a minimum of one year through September 30, 2017. If mutually agreeable to both parties, the contract may then be extended for up to two additional one-year periods, with no increase in price.

Additionally, proposals for COBRA administration services should include a four month interim contract period of June 1, 2016 through September 30, 2016.

### **SAMPLE CONTRACTS**

Recognizing that there may be some coverage variations among proposers, it is required that sample contracts be provided with proposals. This will allow for detailed analysis of service and costs.

### **TERMINATION, RENEWAL INCREASE NOTICE**

The ECUA shall be given at least ninety (90) days written notice of cancellation or nonrenewal of service agreements.

If the ECUA shall be required to provide advance notice to the proposer of cancellation or nonrenewal, the required notice should not exceed thirty (30) days.

### **CONVICTION OF PUBLIC ENTITY CRIME**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or

perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

### **QUOTE ERRORS**

The following shall govern the correction of information submitted in a proposal when that information is a determinant of the responsiveness of the proposal:

- A) The Purchasing and Stores Manager prior to award may correct errors in the extension of unit prices, stated in the proposal or in multiplication, division, addition, or subtraction in a proposal. In such cases, the unit prices shall not be changed.
- B) No proposer shall be permitted to correct a proposal mistake after opening the proposals, except that any proposer may correct errors in extension of unit prices stated in the proposal, or in multiplication, division, addition, or subtraction. In such cases, unit prices in the proposal shall not be changed.
- C) In the event of a conflict between a written number and a numerically listed number, the written number shall control, and the Purchasing and Stores Manager may correct the numeric number so it conforms to written number prior to award.

### **TAXES**

Do not include any tax with your proposal. The Emerald Coast Utilities Authority is exempt from federal, state and local taxes. Tax exempt number 85-8012640152C-4 applies.

### **COMPLIANCE WITH SPECIFICATIONS**

In order to determine that your proposal complies with specifications, product literature and/or data/information should be included with the proposal. Any deviations from the RFP specifications should be identified separately.

### **EXECUTION OF CONTRACT**

Any action of ECUA in awarding the purchase of any material or performance of a service is subject to and conditioned upon the execution of a written contract between ECUA and the proposer. The following words are used interchangeably throughout this document and have the same meaning and effect: proposer, contractor, vendor, responder, offeror and supplier.

### **UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded proposer/contractor and Emerald Coast Utilities Authority for any terms and conditions not specifically stated in this request for proposal.

### **PROTESTS**

Any person whose substantial interests are directly and adversely affected by the award or intended award of a purchase or contract or by plans or specifications contained in an invitation to bid or request for proposals may file a protest in accordance with the following rules and Section 12 of the ECUA Act (Chapter 2001-324, Laws of Florida as amended).

Notice of protest of plans, specifications or other requirements contained in an invitation to bid or in a request for proposals shall be filed not later than 5:00 p.m. of the third business day following receipt of the plans for specifications. Notice of protest of the rejection of a bid or proposal as non-responsive shall be filed not later than 5:00 p.m. of the third business date following notice to the bidder of the rejection. Notice of protest of the award or intended award of a purchase order or contract to the lowest bidder shown on a posted bid tabulation shall be filed not later than 5:00 p.m. of the third business day following the posting of the bid tabulation. Notice of protest of the award or intended award of a purchase order or contract to a bidder other than the lowest bidder shown on a posted bid tabulation shall be filed not later than 5:00 p.m. of the third business day following notice of the award of a purchase order or contract.

A notice of protest shall be in writing and shall state the subject matter of the protest.

A formal written protest shall be filed within seven (7) business days after the filing of notice of protest. A formal written protest shall state with particularity the facts and the law on which the protest is based.

Notice of protest and formal written protest of plans or specifications for or the award or intended award of a contract shall be filed with the Executive Director or his or her designee.

Failure to file a notice of protest or failure to file a formal written protest within the times permitted shall constitute a waiver of proceedings under these rules and under Section 12 of Chapter 2001-324, Laws of Florida, as amended.

Upon receipt of a notice of protest which has been timely filed, the Executive Director shall stop the bid solicitation or purchase order or contract award process until the protest has been resolved. However, the bid solicitation or purchase order or contract award process may proceed when the Executive Director determines that delay would be detrimental to the interests of ECUA. Any award of a purchase order or contract under such conditions shall be subject to the outcome of the protest. After the award of a contract or purchase order resulting from a bid in which a timely protest was received and in which ECUA did not prevail, ECUA may take such action as it considers appropriate, which may include, but shall not be limited to, award of the contract or purchase order to the prevailing party, cancellation of the contract or purchase order, or rebidding.

The Executive Director shall provide reasonable opportunity to resolve a protest agreement. If agreement is not reached within such time as the Executive Director or his or he designee considers reasonable under the circumstances, the Executive Director or his or her designee shall review the facts and the law on which the protest is based, and shall render a decision which shall be in writing and shall be promptly transmitted to the protestor.

If the protestor wishes to continue the protest beyond the decision of the Executive Director or his or her designee, the protestor shall be required to file a petition for review by the ECUA Board. This petition shall be made in writing and presented to the Executive Director or his or her designee; otherwise, the decision of the Executive Director or his or her designee shall be final and binding. Such petition shall state the particular grounds on which it is based and may include pertinent documents and evidence relating thereto. Any grounds not stated shall be deemed to have been waived by the protestor. This petition must also be accompanied by a protest bond of an amount equal to 1.0 percent (1%) of the value of the solicitation, but in no case less than \$1,000 nor greater than \$10,000. This bond shall be in the form of a money order, certified cashier's check, or certified bank check made payable to the Emerald Coast Utilities Authority. Failure to post such bond within ten (10) business days after the decision of the Executive Director or his or her designee shall result in the protest being dismissed by the Executive Director.

The bond required by the above paragraph shall be conditioned upon the payment of all costs and charges which may be adjudged against the person filing the petition for review. If the protestor prevails, the bond

shall be returned to the protestor. If however, ECUA prevails, the bond shall be forfeited, and ECUA shall be entitled to recover the cost and charges, excluding attorney's fees, of such hearing. The entire amount of the bond also shall be forfeited if it is determined that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for ECUA or another interested party/parties.

Any notice required or permitted under this bid protest procedure shall be effective when delivered personally or by facsimile, or when deposited in the U.S. mail. If notice is given only by mail, three (3) days shall be added to the time within which a protestor may file a notice of protest or petition for review.

### **RIGHT OF NEGOTIATION**

The ECUA reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract, and no sample contract submitted by proposer shall be binding upon ECUA until the final terms have been negotiated and all parties have executed the contract.

### **INDEMNIFICATION**

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the ECUA, its employees, and agents from any liability of any nature or kind in regard to the delivery of these services.

### **RIGHTS TO SUBMITTED MATERIAL**

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the ECUA once received.

### **COMPLIANCE WITH APPLICABLE LAW**

Proposers are expected to assure that proposed services will comply with all applicable laws in effect at, or subsequent to, contract inception.

Proposers are specifically expected to conduct services under applicable HIPAA guidelines on behalf of ECUA.

### **EX PARTE COMMUNICATION CLAUSE**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected ECUA officials, their agents or employees or any member of the relevant Review Committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the Purchasing staff concerning a pending solicitation unless otherwise provided in the solicitation or unless otherwise directed by the Purchasing and Stores Manager.

Lobbying means the attempt to influence the thinking of elected ECUA officials, their agents or employees or any member of the relevant Review Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Blackout period means the period between the time the bids/proposals for invitation to bid or the request for proposals, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as

applicable, are received at the ECUA Office of Purchasing and the time the ECUA Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Conduct inconsistent with this section may be grounds for disqualifying the offending proposer from consideration or any future proposal.

### **NO COLLUSION CLAUSE**

By submitting a response to this RFP, the proposer certifies that the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal. Also, the proposer certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, that in connection with the competitive proposal:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;
- Any prices and/or cost data quoted for this competitive proposal have not been knowingly disclosed by the competitive proposer and will not knowingly be disclosed by the proposer, directly or indirectly to any other proposer or to any competitor, prior to the scheduled opening and award of the contract;
- No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a competitive proposal for the purpose of restricting competition.
- The only person or persons interested in this competitive proposal is/are the principal or principals named herein and that no person other than herein mentioned has any interest in this competitive proposal or in the Agreement to be entered into.

### **INSURANCE REQUIREMENTS**

Prior to commencement of work under the agreement, the Proposer shall obtain and maintain without interruption the insurance as outlined in the “ECUA Risk Management Policy and Standards for Agreements, Contracts and Leases” on pages 23 through 28 of this RFP. The Proposer agrees to furnish a fully completed certificate of insurance naming ECUA as additional insured, signed by an authorized representative of the insurer providing such insurance coverages.

### **SUBCONTRACTING**

Where proposers do not have the “in-house” capability to perform work desired in the Request for Proposals, subcontracting may be permitted with prior knowledge and approval of the ECUA. The ECUA must be assured and agree that any proposed subcontractor(s) can perform the work to the desired quality and in a timely manner. Therefore, the name of any intended subcontractor(s) and their qualifications/role should be identified in the proposal.

### **AUTHORIZED OFFER**

The person submitting the proposal should indicate the extent of authorization by him or her to make a valid offer in the proposal summary that may be accepted by ECUA to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by ECUA’s acceptance, such person should also obtain the signature of an authorized representative of the proposer that may result in a bound contract upon ECUA’s acceptance.

Proposals should be typed or written in ink, signatures shall be manually signed in ink, and any corrections should be typed or made in ink and initialed.

**CONFLICT OF INTEREST**

The award of contract is subject to the provisions of Chapter 112, Florida Statutes.

**EVALUATION OF PROPOSALS**

In the ECUA’s evaluation of proposals, several items shall be considered, including but not limited to:

- Cost – Although cost will be a major consideration in evaluating proposals, it will not be the only consideration.
- Service – The administration capabilities and experience of proposers. This includes such items as initial and subsequent enrollment and education, service responsiveness, quality of claims processing, quality of experience, etc.
- Stability – Financial stability of the administrator, the number of years in business, etc.
- Responsiveness to the RFP - Demonstrated understanding of the scope of services and ability to provide services as requested; comprehensiveness of proposer’s response.
- References – The quality of references received.
- Interviews – For those chosen to be interviewed by ECUA (if interviews are conducted), the quality of the interview and the information provided about the proposal and expectations for service to ECUA.

The order in which these items are listed does not necessarily reflect their order of importance.

It is possible that ECUA, in its judgment, may consider a proposal unacceptable solely because one of these key items is unsatisfactory. For example, a proposal may be considered unacceptable solely on the basis of unsatisfactory cost or of unsatisfactory service, etc.

**REQUEST FOR PROPOSALS TIMELINE**

Legal Advertisement – Escambia Sun Press	Thursday, February 25, 2016
Proposer Questions Deadline	Friday, March 18, 2016
Proposal Due Date	Tuesday, March 29, 2016, 2:00 p.m. (Central Time)
Proposer Interviews, if conducted	Week of April 11, 2016
Anticipated Date for Presentation of Staff Recommendation to Citizens’ Advisory Committee	Wednesday, April 20, 2016
Anticipated Date for Presentation of Staff Recommendation to ECUA Board	Thursday, April 28, 2016
Interim COBRA Administration Services Begin	June 1, 2016
Services Begin	October 1, 2016

**SELECTION PROCESS**

The proposals received will be reviewed by a Review Committee appointed by ECUA’s Executive Director. The Review Committee will evaluate all proposals received by ECUA and make a recommendation to the Executive Director as to the ranking of the proposals and/or which firms the Review Committee believes should be interviewed. The Executive Director shall then independently review the proposals which ECUA received and determine if interviews are necessary, and if so which proposers will be interviewed by the Review Committee. Thereafter, if interviews are conducted, the Review Committee will report the results of those interviews to the Executive Director. Ultimately, the Executive Director will make a recommendation

to the ECUA Board regarding his proposed ranking of the proposals/proposers, and the ECUA Board will establish the final ranking at a public meeting.

**REFERENCES**

To be responsive, proposers are required to provide three (3) references of current clients and three (3) references of former clients including client's name, dates of service, contact person with telephone numbers and email address. References should be public sector organizations of similar size and require insurance and or services comparable to those being proposed to ECUA.

**PROPOSER INTERVIEWS**

The ECUA usually interviews proposer finalists for group benefits RFP processes. If interviews are conducted, they will be conducted in person and will likely occur the week of April 11. Finalists chosen for interviews will be notified a few days in advance.

**NON-WARRANTY OF SPECIFICATIONS**

Due care and diligence have been exercised in the preparation of this RFP #2016-07 and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with the proposers. ECUA and its representatives shall neither be responsible for any error or omission in this RFP, nor responsible for the failure on the part of the proposer(s) to determine the full extent of the exposures.

**EXCEPTION TO THE RFP**

The ECUA shall determine the acceptability of proposed exceptions (if any) and the proposals will be evaluated based on the proposals as submitted. The ECUA, after completing evaluations, may accept or reject the exceptions.

**SCOPE OF SERVICES**  
Emerald Coast Utilities Authority  
RFP# 2016-07 Employee Benefits and Insurance

This section of the RFP is to provide prospective proposers with information and detailed requirements that will enable them to prepare and submit proposals for employee benefits and group insurance. Each proposer must address ECUA's requirements in their proposal submission.

**I. INTRODUCTION**

The purpose of this Request for Proposal is to obtain quotes to enter into a contact(s) to provide for group medical benefits (health, dental and vision), life insurance, disability insurance, Flexible Benefits Plan administration, and COBRA administration services for its active employees and retirees, and their dependents.

ECUA requires full and total transparency with its vendor relationships. Therefore, any commission, service fee or other form of remuneration paid to any agent, broker, lobbyist or third party in connection with these services must be disclosed through proposal submissions and throughout the term of the contract. Proposals should be net of commission.

Proposers must identify all subcontractors who will provide any service described in this RFP. The fees paid by ECUA must be the only remuneration received by the proposer for services provided to ECUA. Proposers must receive no revenue and/or commissions for the services from anyone/entity other than ECUA.

**II. GROUP MEDICAL INSURANCE**

It is the intent of ECUA to seek bids for coverage equal to the existing medical coverage provided by the Florida League of Cities (current carrier). Coverage details and claims data, which include retirees, are provided in Appendix A of this RFP.

ECUA's medical plan runs from 10/1 to 9/30 each year; all plan deductibles currently run on a calendar year basis; however, a deductible year that coincides with our plan year is required.

The ECUA presently has approximately 605 positions which are designated and funded as regular, full-time positions. All regular, fulltime employees are eligible for group health insurance benefits on the first of the month following 30 days of employment.

Proposals are expected from financially sound insurers, authorized to do business in Florida. A.M. Best ratings, where applicable, should be furnished for each insurer being proposed.

Services shall include but would not be limited to the following:

- a) Wellness Program
- b) Ability to conduct open enrollment both online and hard copy (as needed).
- c) Online Access to Carrier Database
- d) Database Import/Export Option
- e) Dependent Eligibility Verification
- f) Renewal information
- g) Monthly/quarterly Utilization, Large Claims, and Loss Ratio reports

- h) Quarterly meeting to discuss: claims (including large claims), loss ratio, trends, changes, and general administrative matters.

Proposal should address the following:

- a) Cost, including rates and any renewal guarantees
- b) Contract Period
- c) Deductible Period
- d) Plan Design and Benefits - including prescription plan and formulary, mental health and employee assistance (EAP) plan design and benefits, and other coverage issues
- e) PPACA compliance
- f) Provider Network – including facilities and physicians, also coordination of EAP and mental health networks of providers
- g) Customer Service – including on-line services available to employees and their families
- h) Open Enrollment services and timeline - prior to or in conjunction with open enrollment, conduct up to 20 education seminars for employees at various work locations to explain medical benefits and benefits utilization.
- i) Financial Stability
- j) Wellness Program support – all initiatives offered to address and/or control future claim costs via improved health and/or management services including utilization review and case management services
- k) Report options
- l) Health Savings Account services – including administrative costs and availability of debit cards
- m) The Administration services requested include: plan design, development of administrative procedures, coordination with ECUA payroll and personnel functions, conducting employee education seminars, enrollment, ongoing communications, reporting, etc.
- n) The successful proposer shall be required to develop a system that will coordinate with ECUA's desires regarding the offering of, administration of, and accounting for benefits.

### III. **GROUP DENTAL INSURANCE**

It is the intent of ECUA to seek bids for coverage equal to the existing dental coverage provided by United Concordia (current carrier). Coverage details and claims data, which include retirees, are provided in Appendix B of this RFP.

Proposals are expected from financially sound administrators authorized to do business in Florida.

ECUA is seeking proposals on a 90% Usual and Customary Rate (UCR plan). The ECUA will also entertain proposals for plans other than a 90% UCR; the proposer must explain the benefits of the alternate plan. All proposals should include a listing of network providers, if applicable, and plans to expand the network.

ECUA's dental plan runs from 10/1 to 9/30 each year; all plan deductibles and service limitations run on a plan year basis.

The ECUA presently has approximately 605 positions which are designated and funded as regular, full-time positions. All regular fulltime employees are eligible for group dental insurance benefits on the first of the month following date of hire.

Retirees are eligible to continue participation in the dental plan as set out in Florida Statute 112.0801.

Proposal should address the following:

- a) Cost, including rates and any renewal guarantees
- b) Contract Period
- c) Deductible Period
- d) Plan Design and Benefits
- e) Provider Network – including facilities and physicians
- f) Customer Service – including on-line services available to employees and their families
- g) Open Enrollment services and timeline - prior to or in conjunction with open enrollment, conduct up to 20 education seminars for employees at various work locations to explain dental benefits and benefits utilization.
- h) Financial Stability
- i) Reporting Services
- j) The Administration services requested include: plan design, development of administrative procedures, coordination with ECUA payroll and personnel functions, conducting employee education seminars, enrollment, ongoing communications, reporting, etc.
- k) The successful proposer shall be required to develop a system that will coordinate with ECUA's desires regarding the offering of, administration of, and accounting for benefits.

#### IV. VISION INSURANCE

It is the intent of ECUA to seek bids for coverage equal to the existing vision coverage provided by Avesis (current carrier). Coverage details and claims data are provided in Appendix C of this RFP.

Proposals are expected from financially sound administrators authorized to do business in Florida.

The ECUA presently has approximately 605 positions which are designated and funded as regular, full-time positions. All regular fulltime employees are eligible for vision insurance benefits on the first of the month following date of hire.

Proposal should address the following:

- a) Cost, including rates and any renewal guarantees
- b) Contract Period
- c) Plan Design and Benefits
- d) Provider Network – including facilities and physicians
- e) Customer Service – including on-line services available to employees and their families
- f) Open Enrollment services and timeline - prior to or in conjunction with open enrollment, conduct up to 20 education seminars for employees at various work locations to explain vision benefits and benefits utilization.

- g) Financial Stability
- h) Reporting Services
- i) The Administration services requested include: plan design, development of administrative procedures, coordination with ECUA payroll and personnel functions, conducting employee education seminars, enrollment, ongoing communications, reporting, etc.
- j) The successful proposer shall be required to develop a system that will coordinate with ECUA's desires regarding the offering of, administration of, and accounting for benefits.

V. **DISABILITY INSURANCE (LONG-TERM AND SHORT-TERM)**

It is the intent of ECUA to seek bids for coverage equal to the existing disability coverages provided by Unum (current carrier). Coverage details and claims data are provided in Appendix D of this RFP. The inforce STD became effective 1/1/2015. ECUA had a different STD plan design from 1/1/2012 – 12/31/2014.

Proposals are expected from financially sound administrators authorized to do business in Florida.

The ECUA presently has approximately 605 positions which are designated and funded as regular, full-time positions. All regular fulltime employees are eligible for disability insurance benefits on the first of the month following date of hire.

The ECUA currently pays 100% of the basic long term disability insurance premium.

Additionally, the ECUA makes a short-term disability option available to employees. This option is 100% voluntary.

Proposal should address the following:

- a) Cost, including rates and any renewal guarantees
- b) Contract Period
- c) Plan Design and Benefits
- d) Customer Service – including on-line services available to employees and their families
- e) Open Enrollment services and timeline - prior to or in conjunction with open enrollment, conduct up to 20 education seminars for employees at various work locations to explain disability benefits and benefits utilization.
- f) Financial Stability
- g) Reporting Services
- h) The Administration services requested include: plan design, development of administrative procedures, coordination with ECUA payroll and personnel functions, conducting employee education seminars, enrollment, ongoing communications, reporting, etc.
- i) The successful proposer shall be required to develop a system that will coordinate with ECUA's desires regarding the offering of, administration of, and accounting for benefits.

VI. **LIFE/ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE (INCLUDING BASIC AND VOLUNTARY COVERGE)**

It is the intent of ECUA to seek bids for coverage equal to the existing life insurance coverage provided by Unum (current carrier). Coverage details and claims data are provided in Appendix E of this RFP. The

inforce STD became effective 1/1/2015. ECUA had a different STD plan design from 1/1/2012 – 12/31/2014.

Proposals are expected from financially sound administrators authorized to do business in Florida.

The ECUA presently has approximately 605 positions which are designated and funded as regular, full-time positions. All regular fulltime employees are eligible for group life insurance benefits on the first of the month following date of hire.

The ECUA is seeking a plan that provides basic life insurance coverage of \$50,000 or one times annual salary (with AD&D) for each employee. Employee-paid additional life insurance coverage is available to employees in increments of 1, 2, 3, or 4 times the employee's annual salary. Spouse and dependent child coverage is available with a maximum of \$10,000 and \$4,000 respectively.

Group term life insurance is available to retirees. Retiree group life may be made available through a separate policy. Retirees of ECUA will be offered a life insurance policy of \$10,000 and spousal coverage of \$5,000 with no reduction in benefit based on age. ECUA has a current enrollment of approximately 140 retirees.

For enrollment purposes the successful proposer shall accept a spreadsheet of enrolled employees with their current coverage amounts, and no proof of insurability shall be required for current coverage amounts.

Proposal should address the following:

- a) Cost, including rates and any renewal guarantees
- b) Contract Period
- c) Plan Design and Benefits
- d) Customer Service – including on-line services available to employees and their families
- e) Open Enrollment services and timeline - prior to or in conjunction with open enrollment, conduct up to 20 education seminars for employees at various work locations to explain life insurance benefits and benefits utilization.
- f) Financial Stability
- g) Reporting Services
- h) The Administration services requested include: plan design, development of administrative procedures, coordination with ECUA payroll and personnel functions, conducting employee education seminars, enrollment, ongoing communications, reporting, etc.
- i) The successful proposer shall be required to develop a system that will coordinate with ECUA's desires regarding the offering of, administration of, and accounting for benefits.

## VII. **FLEXIBLE BENEFITS ADMINISTRATION**

It is the intent of ECUA to seek bids for a plan equal to the existing flexible benefits plan provided by WageWorks (current provider).

Proposals are expected from financially sound administrators authorized to do business in Florida. The organization must:

- a) Have, as of the proposal return date specified in the RFP, been successfully operating as an administrator for a minimum of five consecutive years; and
- b) Submits, with its proposal, its last audited financial statement issued by a certified public accountant; and

- c) Must have undergone a SAS-70 or SAE-16 audit review within the last three (3) years.

The ECUA's Section 125 Plan Year is October 1 – September 30. The current flexible benefit plan includes a premium payment plan, medical and dependent care flexible spending accounts and limited flexible spending accounts. The ECUA has continuously offered Flexible Spending Accounts since 2006. ECUA provides the employees' annual elected contribution; employees reimburse the ECUA on a bi-weekly basis.

The current premium payment plan includes the following:

- k) Group Medical Insurance Premiums
- l) Group Dental Insurance Premiums
- m) Group Supplemental Life Insurance Premiums
- n) Voluntary Vision Insurance Premiums
- o) AFLAC Supplemental Cancer/Intensive Care Premiums & other eligible premiums

For Flexible Spending Accounts (FSA) administration services, proposers are requested to include proposal options for:

- a) Medical flexible spending accounts; and
- b) Limited flexible spending accounts; and
- c) Dependent care accounts.

The following is the participant enrollment in the FSA, Limited FSA, and Dependent Care Account:

FSA: 58

Limited FSA: 9

Dependent Care Account: 2

The Administration services requested include: plan design, development of administrative procedures, coordination with ECUA payroll and personnel functions, conducting employee education seminars, enrollment, ongoing communications, reporting, etc.

The successful proposer shall be required to develop a system that will coordinate with ECUA's desires regarding the offering of, administration of, and accounting for benefits.

The administrator shall, prior to or in conjunction with open enrollment, conduct education seminars for employees at various work locations to explain flexible spending accounts and the participation process.

The administrator shall, upon open enrollment, provide communications materials to participants regarding options they may choose, and the effect of electing pre-tax salary reductions on Social Security benefits and taxable income.

Medical expense and dependent care information must be individually prepared and explained to employees to allow them to knowledgeably choose between flexible spending accounts and itemizing the expense for federal income tax purposes.

The administrator is expected to provide ECUA with at least the following professional services:

- a) Assistance with preparing, modifying and updating plan documents and communications to assure compliance with applicable law, regulations, etc.
- b) A declining balance debit/credit card for direct payment of eligible expenses as permitted by IRS regulations.
- c) Employee group seminars and individual enrollments.

- d) Preparation of enrollment communications materials, including a letter explaining the program, FSA questions/answers, examples of the benefits of FSAs, a worksheet for employees to determine amounts to place in their FSAs, and an enrollment form.
- e) A local area telephone number or “800” number that employees may call throughout the year for counseling, information or service regarding the flexible benefits plans.
- f) Establishment of all records necessary for maintaining account balances.
- g) Forms for reimbursement of claims, change of status, direct deposit, disbursement statements, etc.
- h) Payment of claims. The expected frequency will be bi-weekly.
- i) Quarterly individual account status reports to participants.
- j) Bi-weekly participation and account status reports to ECUA.
- k) A summary Annual Report for employees.
- l) An annual forfeiture report to ECUA.
- m) Federal report filing requirements, including issuing 1099s to providers.
- n) Discrimination testing as required by applicable laws and regulations.
- o) Compliance with Federal Law, State Statutes and HIPAA.

The administrator is required to maintain books, records, documents, and any evidence on costs and expenses for services provided. Records must be maintained for three full years after the completion of the October 1, 2016 – September 30, 2018 contract ends and presented to ECUA for audit upon request.

#### VIII. **COBRA ADMINISTRATION SERVICES**

It is the intent of ECUA to seek bids for full COBRA administration services equal to the services provided by Ceridian (current provider through 03/31/2016). In addition to an annual contract period beginning October 1, 2016, ECUA seeks a bid which includes a four month interim contract period of 06/01/2016 – 09/30/2016.

The administrator is required to meet the following objectives:

- a) Ensure compliance with COBRA regulations.
- b) Ensure accurate and timely COBRA administration, including enrollment, billing, and premium collection and reporting.
- c) Ensure accurate administration of individual billing enrollment, billing, premium collection and reporting.
- d) Ensure a seamless transition of services.

The administrator is required to promote efficiency, accuracy and a superior customer experience for representatives of ECUA and the program participants by providing state-of-the-art business tools, processes and services.

Full COBRA administration responsibilities include, but are not limited to, the following areas:

- a) Distribution of all notices.
- b) Premium billing, collection and reconciliation.
- c) Accessible designated representative knowledgeable in all aspects of COBRA.
- d) Experienced personnel with access to expertise that can effectively address all legislative and legal COBRA questions.

- e) Ability to comply with current and future COBRA regulations.
- f) Ability to receive and transmit enrollment and tracking information electronically.
- g) Reporting.
- h) Maintenance of all COBRA eligibility.
- i) Provide customer service and complaint resolution.
- j) Provide an Open Enrollment opportunity.
- k) Manage open enrollment communication.
- l) Send COBRA payment to ECUA.
- m) Notify ECUA of non-payment.
- n) Notify ECUA of COBRA Enrollment.
- o) Take over existing COBRA participants.
- p) Receipt and maintenance of rejection forms.
- q) User-friendly operating formats (Internet, Traditional and Custom).

### **PRICING**

Summary of all fees detailing services related to such fees, including full disclosure of subcontractor fees, must be stated in proposal submission.

**RISK MANAGEMENT POLICY AND STANDARDS  
FOR  
AGREEMENTS, CONTRACTS AND LEASES**

**DEFINITIONS**

The following definitions apply to these Risk Management Provisions:

**Contract** - The contract or agreement of which these Risk Management Provisions are a part for the construction, alteration, repair, or demolition of a structure or facility.

**Organization** - The Emerald Coast Utilities Authority, a local governmental body of the State of Florida, its Board, officers, employees, volunteers, representatives, and agents.

**Other Party** - The other party to the Contract of which these Risk Management Provisions are a part, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

**HOLD HARMLESS**

The Other Party agrees to hold the Organization and the members of its governing board and its other officers and employees harmless against all claims for bodily injury, sickness, disease, death, personal injury, or damage to property or loss of use resulting therefrom, arising out of or related to the Contract, to the extent such claims are caused by the negligence, recklessness, or intentional wrongful misconduct of the Other Party and persons or entities employed or utilized by the Other Party in the performance of the Contract.

**PAYMENT ON BEHALF OF ORGANIZATION**

The Other Party agrees to pay on behalf of the Organization all claims described in the above "Hold Harmless" paragraph, and to pay the reasonable costs and fees of the attorneys selected by the Organization, at trial and on appeal, to defend the Organization and its officers and employees against such claims. Provided, however, that the total liability of the Other Party to the Organization under the above "Hold Harmless" paragraph and this "Payment on Behalf of Organization" paragraph shall not exceed the sum of One Million Dollars (\$1,000,000) per claim or occurrence.

Such payment on behalf of the Organization shall be in addition to any and all other legal remedies available to the Organization and shall not be considered to the exclusive remedy of the Organization.

## **LOSS CONTROLS/SAFETY**

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The Organization may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other party acknowledges that such stoppage will not shift responsibility for any loss or damages from the Other Party to the Organization.

## **SEVERABILITY**

The provisions of these Risk Management Provisions are severable. In the event a court of competent jurisdiction should declare any provision of these Risk Management Provisions to be void or contrary to public policy such provision shall be stricken from these Risk Management Provisions, and the remaining provisions shall be enforced as though the provision determined to be void or contrary to public policy had not been included herein.

## **INSURANCE - BASIC COVERAGES REQUIRED**

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization. These insurers shall have A.M. Best (or equivalent) rating of no less than A:VII unless otherwise agreed to by the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers' compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the Organization and may be disapproved by the Organization. They shall be reduced or eliminated at the option of the Organization. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization, if any, shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

### **Additional Insured**

Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the Organization as an additional insured for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Other Party's acts or omissions; or the acts or omissions of those acting on the Other Party's behalf; in the performance of the Other Party's ongoing operations for the Organization. The preferred Commercial General Liability coverage endorsement is ISO Form CG 20 10.

### **Workers' Compensation Coverage**

The Other Party shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

### **General, Automobile and Excess or Umbrella Liability Coverage**

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.

### **Commercial General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Other Party is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three (3) years beyond the Organization's acceptance of renovation or construction projects.

### **Business Auto Liability Coverage**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

### **Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least “following form” and shall not be more restrictive than the underlying insurance policy coverages.

### **EVIDENCE/CERTIFICATES OF INSURANCE**

Required insurance shall be documented in Certificates of Insurance, including indication that the policy(s) is endorsed to provide the Organization at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Organization at least 15 days prior to coverage renewals.

If requested by the Organization, the Other Party shall furnish complete copies of the Other Party’s insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the Organization, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Organization, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party’s obligation to fulfill the insurance requirements herein.

## **PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS**

If checked below, the Organization requires the following terms and types of insurance for professional, malpractice, and errors or omissions liability.

**Hold Harmless**

The following replaces the previous Hold Harmless wording.

The Organization shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

The Organization shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

**Professional Liability/Malpractice/Errors or Omissions Insurance**

The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$100,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the Organization and may be disapproved by the Organization. They shall be reduced or eliminated at the option of the Organization. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.