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Business Insurance Employee Benefits Auto Home

September 30, 2020

Re: Request for Proposal for City of Gainesville

Dear Gayle Dykeman:

Thank you for presenting The Hartford¹ as the Life carrier of choice for the City. As the second largest group life and disability insurer in the market, we are committed to doing the right things, the right way for our customers.

It is our mission to provide an unparalleled standard of Group Benefits experience for all our customers, at every touch point to help them attract and retain valuable employees. We welcome the opportunity to provide the best solution to meet the City's Life benefit needs.

We offer flexible and customized benefit plans to suit the City's business objectives and the compassionate care the City's employees should expect from their benefits provider. Our knowledgeable claim professionals can assist employees through every step of the claim process when they experience a disabling event or loss of a loved one.

We realize you have a choice in carriers when providing these important benefits to your customers, and we thank you for partnering with us to present our Group Benefits offering to the City. We look forward to hearing the results of their review.

Sincerely,

Jonathan Pearce

Jonathan Pearce Regional Account Executive

This letter includes one or more products, which are issued on the following forms: Accident Form Series includes GBD-2000, GBD-2300, or state equivalent. Accidental Death and Dismemberment Form Series includes GBD-1000 and GBD-1300, or state equivalent. Critical Illness Form Series includes GBD-2600, GBD-2700, or state equivalent. Disability Form Series includes GBD-1000, GBD-1200, or state equivalent. Life Form Series includes GBD-1000, GBD-1100 or state equivalent. Hospital Indemnity Form Series includes GBD-2800, GBD-2900, or state equivalent. Blanket Accident Form Series includes BTA-1000, BTA-1300, BSR-1000, BSR-1200 or state equivalent.

All insurance benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This proposal explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this proposal and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability. 7094 NS 05/18

¹ The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries including issuing companies Hartford Life Insurance Company and Hartford Life and Accident Insurance Company. Home office is Hartford, CT.

A Proposal of Employee Benefits From The Hartford For the U.S. Employees of

City Of Gainesville

Life Insurance

Presented by:
Home Office Direct

Proposal valid until November 28, 2020



Basic Employee Life Insurance Plan

Employee Plan Summar	y
Feature	Description
Class Description	Class 1 - All eligible Chartered officers
•	Class 2 - All other eligible employees
	Class 3 - All eligible retirees
Employee Benefit	Class 1 - Flat \$250,000
	Class 2 - 2.00 times Earnings rounded to Next higher \$1,000
	Class 3 - 0.50 times Earnings rounded to Next higher \$1,000
Guaranteed Issue Amount	Class 1 - \$250,000
	Class 2 - \$50,000
	Class 3 - \$25,000
Minimum Benefit	Class 1 - does not apply
	Class 2 - \$10,000
	Class 3 - \$5,000
Maximum Benefit	Class 1 - \$250,000
	Class 2 - \$50,000
	Class 3 - \$25,000
Benefit Reduction Schedule	Class 3 - 35% @ 65, 70, 75 and 25% @ 80, 85, 90, 95 **
Employee Continuity of	Enhanced
Coverage	
Life Disability Provision*	Class 1 - Death Benefit Only
	Class 2 - Death Benefit Only
	Class 3 - Retirees
Premium Waiver Elimination	Does Not Apply
Period	
Living Benefit Option	Class 1 - 12 months Life Expectancy, 80% of benefit to Max. \$250,000
(Accelerated Benefit)*	
	Class 2 - 12 months Life Expectancy, 80% of benefit to Max. \$50,000
	Class 3 - 12 months Life Expectancy, 80% of benefit to Max. \$25,000
EE Port Maximum Amount	\$0
EE Port Guaranteed Issue	\$0
Conversion*	Included
Occupational Death Benefit	Does Not Apply
Employee Contribution	Non-contributory
Enrollment Type	No Enrollment
Participation Requirement	100% of Eligible Employees
Number of Eligible	Class 1 - 8
Employees	Class 2 - 2203
	Class 3 - 1441
	Total - 3652

^{*} Applies to Life only

^{**} Reminder – Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this cutback schedule complies with ADEA guidelines.



Employee Rate Summary Monthly Premium **Basic Life** \$0.385 per \$1,000

\$120,407,000 Volume

\$46,356.70

Rate Guarantee: 3 Years

Class 1, 2,3



Qualifications and Assumptions

With this rate structure the employer may be electing to partially support employer paid coverages with the rate for the employee paid coverages. This means that premiums paid for one coverage may cover the cost of another coverage under the Plan. When we quote rates with such partial support between the employee paid and employer paid coverages we do so with the understanding that the employer and employee coverages are part of a single ERISA plan sponsored by the employer and that the employer has determined that the rate structure is consistent with information provided to employees and with its ERISA obligations. If this understanding is not accurate, please contact us.

Age Reduction: The employer is responsible for making sure that the offer of insurance to employees under its Benefit Plans complies with the Age Discrimination in Employment Act (ADEA). This quote may include reduced coverage for older workers based on age reduction tables. The Hartford offers a variety of age reduction tables so employers can choose the ones that work best in their Benefit Plans. Please consult your legal counsel to determine whether ADEA applies to your Benefit Plans and, if so, whether your Benefit Plans comply with ADEA and other applicable laws.

The following are the qualifications upon which this proposal is based. Our quote is contingent upon receipt of:

1. A Concentration of Risk form must be completed or updated for all Life and AD&D lines with 1,000+ eligible employees at the time of sale.

All missing information must be received prior to the quote "valid until date" listed on the cover of this proposal. The quote will not be binding until all missing information is received, reviewed, and approved in writing by The Hartford.

The following are the assumptions upon which this proposal is based:

- 1. The effective date of this case will be January 1, 2021.
- 2. Proposal and rates are valid until November 28, 2020.
- 3. Rates assume a SIC code of 9111.
- 4. Quote assumes a Situs State of FL. Hartford standard filed contract language applies unless approved in advance by Underwriting. State filings or specially drafted contract language is not assumed in the quoted rates.
- 5. Assumes employees must be actively-at-work on the effective date and the deferred effective date provision applies.
- 6. Assumes a fully insured, non-participating, non-dividend eligible funding arrangement, unless otherwise specified.
- 7. The enrolled census information must include coverage election amounts, and be within 10% of the census data used to develop this quote.
- 8. The Hartford reserves the right to re-price:
 - If the sold plan design differs from the proposed/quoted plan design
 - For change in State or Federal Insurance regulations



- If a material misstatement of the information provided in the RFP, bid specifications, claim experience, or plan of benefits is discovered post-sale
- 9. The Hartford reserves the right to change the plan to comply with state mandated benefits, including charging additional premium for such changes, if applicable.
- 10. If any contributory lines of coverage are sold, a 45-day Grace Period will apply to all lines of coverage. If only non-contributory lines of coverage are sold, a 31-day Grace Period will apply.
- 11. The Minimum Life Benefit stated represents the minimum benefit before the application of Age Reduction Provisions
- 12. Quoted rates are based on all coverage lines being sold as a package.
- 13. We assume all eligible employees are U.S. citizens or U.S. residents, working in U.S. locations who have met the full time eligibility requirements. If coverage is needed for any other type of employees such as Expatriates, U.S. Expatriates, Third Country Nationals, or Local Nationals, please review the request with The Hartford.
- 14. We assume the company has been in business at least 2 years. If otherwise, additional underwriting approval will be required prior to sale.
- 15. Assumes claims incurred prior to the effective date of the contract will be the liability of the prior carrier.
- 16. Employees are required to complete Hartford Beneficiary designation forms. All others must be approved by underwriting in advance.
- 17. Assumes the plan of benefits is subject to ERISA regulations.
- 18. Quote assumes 1 Contract/Booklet, 1 Bill Unit, and 1 Experience Unit.

The following Additional Underwriter Assumptions and Qualifications apply:

Please note the following deviations from the requested plan design:

Life

• We are adding an ADEA 1 reduction schedule to the retiree population.

This proposal is only a summary of the benefits offered to your company. The rates and costs shown in this proposal are based on the information provided. Rates may be affected by the actual enrollment and (transferred business information) provided.

This proposal does not constitute a final offer or agreement. It is the Producer's responsibility to present all terms and conditions in this proposal.



Please note the following descriptions that further explain some of our benefits and features. The descriptions are based on our Standard Language. The benefits shown below are available in most states, however, please be aware that state variations may apply.

Life Insurance Plan:

Enhanced Employee

This language addresses concerns about employees losing coverage in takeover situations simply because the carrier changes. It is available when we are replacing a policy with Premium Waiver. Enhanced extends coverage to employees who were insured under the prior policy on the day before our Policy Effective Date, whether or not they were Actively at Work on that last day.

Coverage under this provision continues until the first of the following,

- The date the employee returns to work as an Active Full-Time Employee;
- The last day of a 12-month period following our Policy Effective Date;
- The last day the employee would have been covered under the prior policy had the prior policy not terminated; or
- The date insurance terminates for one of the reasons stated in the Termination Provisions.

The Amount of Coverage provided is equal to,

- The lesser of the amount under the prior policy or the amount under our policy
 - Reduced by any amount in force, paid or payable under the prior policy; or which would have been payable if timely election had been made.

Life Disability Provision

Disability Extension coverage (with premium) to Age 70, if Disabled Prior to Age 70

Any covered employee who becomes Disabled before age 70 is eligible for continued employee life insurance, with continued payment of premium. Coverage under this provision will be continued until the first to occur of the following; the date the employee reaches Age 70, the date the required premium is not paid, the date the Policy terminates, or the date the employee is no longer Disabled. If the employee returns to work in an eligible class, coverage can be reinstated.

Employees are considered Disabled if they are prevented, by injury or sickness, from doing any work for which they are, or could become, qualified by education, training or experience.

Life Disability Provision

Disability Extension coverage (with premium) to Age 65, if Disabled Prior to Age 65

Any covered employee who becomes Disabled before age 65 is eligible for continued employee life insurance, with continued payment of premium. Coverage under this provision will be continued until the first to occur of the following; the date the employee reaches Age 65, the date the required premium



is not paid, the date the Policy terminates, or the date the employee is no longer Disabled. If the employee returns to work in an eligible class, coverage can be reinstated.

Employees are considered Disabled if they are prevented, by injury or sickness, from doing any work for which they are, or could become, qualified by education, training or experience.

Living Benefit Option (Accelerated Benefit)

The Living Benefit Option (LBO) allows the employee to elect to receive an accelerated payment of a portion of the life insurance benefit when a covered person (may include employee or employee and dependent) is diagnosed as terminally ill with a 6,12 or 24 month life expectancy. The employer determines applicable life expectancy and whether the benefit applies to dependent coverage.

We will pay up to 80% of the terminally ill individual's Group Term Life benefit as long as he or she has a minimum life coverage amount of \$10,000 and has not exceeded the maximum age, if any, described in the contract. LBO pays a minimum of \$3,000 and a maximum of \$500,000. Accelerated funds are paid to the employee with no restrictions on how they may be used; the remaining death benefit is then payable to the beneficiary.

Portability

Portability allows employees to continue voluntary and/or basic life insurance protection for themselves and their families when the employee changes jobs. Portability Plus is included at no additional cost to the Employer. Terminated employees who elect Portability pay for the cost of this benefit.

Offered at group rates, this is an affordable way for many terminating employees to continue to be protected with life insurance. No medical exam is required and the employee may elect coverage continuation equal to 100 percent, 75 percent, or 50 percent of their current life insurance, subject to an overall maximum of \$0. Continued coverage of spouse and dependent children is also available, subject to maximum amounts of \$50,000 and \$10,000 respectively. This Portability option is available to all terminating employees who have not reached Normal Retirement Age, as defined by the 1983 Federal Social Security Act (generally age 65 or later, based on a graded scale). Coverage may continue to age 75 with a reduction at age 65 to 25 percent of the original amount.

Life Settlement Options

Lump Sum Benefit

This option provides that the life insurance benefit proceeds will be paid to the beneficiary in a lump sum.

Safe Haven

The Hartford's Safe Haven Program is available for group life or accidental death claim(s) of \$10,000 or more, which are payable to a single or multiple beneficiaries. The beneficiary elects that the proceeds will be distributed through the program in lieu of a lump sum check for the full death benefit amount.



Lump sum checks will be provided where legally required.

Safe Haven is intended to provide customers with a convenient means for paying immediate needs. This allows the beneficiary time to decide how to use the remaining balance of their insurance proceeds during a time when making financial decisions may be difficult. Proceeds are available to use right away to pay bills, make purchases, receive cash, reinvest or make other financial transactions. Here's how it works:

- The beneficiaries can write as many drafts each month as they wish, at anytime and for any reason just as they might write a check.
- The draft book can be used immediately for any expenses the beneficiaries incur and in any dollar amount up to and including the full balance, plus interest.
- Interest on the proceeds are compounded daily and credited to the account the last day of each month. The interest rate is determined by The Hartford. For interest earned equal to \$10 per year or greater, a form 1099-INT will be provided annually.
- For accurate reporting, statements summarizing activity are mailed quarterly, or monthly if a new transaction other than earned interest posts to the account.
- The Safe Haven Program does not charge any fees against the account.

A Hartford Life Care Advocate will contact the beneficiary at point of claim to provide information regarding our Safe Haven program. If benefits are payable at time of initial claim review, the Life Care Advocate will advise of the benefit amount and expected delivery date, alleviating a major stress point. If a beneficiary has questions or concerns a Life Care Advocate is available to assist and provide their expertise.

With Safe Haven, insurance proceeds are held in our general account and payments are based on the claims-paying ability of Hartford Life and Accident Insurance Company. The Hartford will earn investment income on Safe Haven assets. The difference between the investment income earned on the Safe Haven assets and the interest credited to customers participating in the Safe Haven program will provide Hartford with a profit and cover expenses we incur. The Hartford in its sole discretion determines the credited interest rate.

Safe Haven is not intended to be a long-term investment vehicle. Safe Haven is not a bank account and as such, Safe Haven assets are not insured by the Federal Deposit Insurance Corporation. Nor are they backed or guaranteed by any federal or state government agency.

Life Additional Services:

Funeral Concierge Services¹ A service that helps guide employees through key decisions before a loss, including help comparing funeral-related costs. After a loss, this service includes family advocacy and professional negotiation of funeral prices with local providers-often resulting in significant financial savings. In addition, Express Pay is a service that provides Beneficiaries benefits within 48 hours. It honors Funeral Home assignments within 48 hours.

Estate Guidance®² (online will preparation) A service that helps employees protect their family's future by creating a customized and legally binding online will. Online support is also available from licensed attorneys, if needed.



Ability Assist®² **Counseling Services**Employees receive professional counseling for financial, legal and emotional issues, 24/7/365. Includes unlimited phone access and three face-to-face sessions per year. Services are also available to spouses and dependent children.

Health Champion^{SM2} **Health Care Support Services**A service that offers unlimited access to Benefit Specialists and nurses for administrative and clinical support to address medical care and claims concerns. Service includes: claim and billing support, explanation of benefits, cost estimates/fee negotiation, information related to conditions and available treatments, and support to help prepare for medical visits.

Beneficiary Assist®² Services that provide compassionate expertise to help employees or their loved ones cope with emotional, financial and legal issues that arise after a loss. Includes unlimited phone contact with professionals, as well as five face-to-face sessions *. Health ChampionSM is available for those employees that are terminally ill.

Travel Assistance & ID Theft Protection Services³ A service that includes pre-trip information that helps employees feel safe and secure while traveling. It also gives them access to medical professionals across the globe for medical assistance when traveling 100+ miles away from home for 90 days or less when unexpected detours arise. Another important service is ID theft protection, available 24/7 whether home or away. Protection is provided two ways: Educational materials to help prevent identity theft. And access to caseworkers who can help victims resolve problems that result from identity theft.

Beneficiary Management Online platform available 24/7 to support beneficiary designation and beneficiary updates, which is provided at no additional cost.

*California residents are limited to three prepaid behavioral health counseling sessions in any six-month period. Except for acute emergencies and other special circumstances, additional sessions for California employees are available on a fee-for-service basis.

¹ Funeral Concierge services are offered through Everest Funeral Package, LLC (Everest). Everest is not affiliated with The Hartford and is not a provider of insurance services. Everest and its affiliates have no affiliation with Everest ReGroup, Ltd., Everest Reinsurance Company or any of their affiliates.

² EstateGuidance®, Ability Assist®, Beneficiary Assist® and Health ChampionSM services are provided through The Hartford by ComPsych®, the largest provider of employee assistance programs, managed behavioral health, work/life and crisis intervention services. For more information on ComPsych, visit www.compsych.com. ComPsych is not affiliated with The Hartford and is not a provider of insurance services.

³Travel Assistance and ID Theft Protection Services are provided by Generali Global Assistance, Inc. is not affiliated with The Hartford and is not a provider of insurance services.

The Hartford is not responsible and assumes no liability for the goods and services described in this material and reserves the right to discontinue any of these services at any time. Services may vary and may not be available in all states. Visit https://www.thehartford.com/employee-benefits/value-added-services for more information.

Short Term Disability Insurance Plan:





Commissions and Other Payments to Producers

Note to Producers: In 2015, we changed the way that we administer flat commissions. Flat commissions continue to be an alternative to graded commissions. For all proposals with a flat commission, the policyholder must receive the services listed in Schedule C or E of the Group Insurance Producer Agreement. which are available to vou on our website http://thehartford.com/group-benefits-producer-compensation and on the Producer View website at www.ProducerView.com.

The Hartford compensates producers for the sale and service of our products. In most cases, producers are paid a Commission, which is either a graded or fixed flat percentage of the premium and is incorporated into the premium rate(s). In addition, producers may be eligible for various types of Other Payments. Other Payments are incurred as general operating expenses of The Hartford and will not be directly charged to any policy issued as the result of this quote.

Commissions and certain Other Payments are paid pursuant to the Hartford's Group Insurance Producer Agreement ("GIPA"). Quotes based on fixed or flat percentage Commissions reflect services provided by the producer to the policyholder. We rely on the producer to determine that these Commissions are supported by services described in the GIPA. The Hartford reports Commissions and Other Payments on the annual Schedule A Worksheet provided to policyholders in accordance with applicable law.

For additional information regarding eligibility for Commissions and Other Payments and terms and conditions relating thereto, please review our website http://thehartford.com/group-benefits-producer-compensation or contact your Hartford representative. Producers may also access the GIPA on Producer View.

Commissions

LIFE This quote includes 10% commissions

The commission rate shown above has been considered in determining this case quote.

Policyholder Application Forms

http://gbd.thehartford.com/forms/pha/GroupLifeandLTDSTDFL GR12100.pdf

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including underwriting companies Hartford Life and Accident Insurance Company and Hartford Fire Insurance Company. Home Office is Hartford, CT. All benefits are subject to the terms and conditions of the policy. Policies underwritten by the underwriting companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This proposal explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this proposal and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability.

This proposal includes a quote(s) for one or more products, which are issued on the following forms: Accident Form Series includes GBD-2000, GBD-2300, or state equivalent. Accidental Death and Dismemberment Form Series for all states except PR, WA and CA includes GBD-1000 and GBD-1300, or state equivalent, and in PR, WA and CA Form 7582 and Form PA-5427, or state equivalent. Critical Illness Form Series includes GBD-2600, GBD-2700, or state equivalent. Disability Form Series includes GBD-1000, GBD-1200, or state equivalent. Life Form Series includes GBD-1000, GBD-1100, Z-PORT, or state equivalent. Hospital Indemnity Form Series includes GBD-2800, GBD-2900, or state equivalent.



PART 2 – PROJECT OVERVIEW

2.1 GENERAL DESCRIPTION

It is the intent of the City of Gainesville (City) to obtain proposals for a Group Life Insurance Program. This program will provide eligible City of Gainesville employees and retirees with group life insurance. The city expects the selected vendor to place and administer the group life product for the initial term of the agreement of the three years. The City prefers a rate guarantee for three years. The benefit is paid by the employer.

The Hartford's proposed rates include a 3-year rate guarantee.

2.2 PROJECT SPECIFICATIONS

The City of Gainesville located in north-central Florida in Alachua County, is seeking proposals for Group Life Insurance. The City is looking for a vendor that can provide Group Term Life insurance with No-Loss, No Gain. The effective date of coverage is January 1, 2021. It is the goal of the City to reduce cost while offering comprehensive and competitive benefits to their employees.

No employee will gain or lose coverage or receive a greater or a lesser benefit due to change in carriers, provided that the employee was eligible for benefits the day before our policy's effective date. The Harford confirms the effective date as January 1, 2021

Proposals must include a demonstrated ability to provide quarterly reports and/or upon request by the City of Gainesville.

The suite of reports are provided on-demand and in most cases, in real-time. The reports give you access to employee claim status and specific employer reports. These reports include, but are not limited to:

- Medical Underwriting Status
- Premium Waiver Status
- Reported and Paid Life Claim

You can access our comprehensive suite of reports via our self- service employer portal, at no additional charge, anytime of any day. The portal provides on-demand reports for now and you can access scheduled reports to view later.

You can view these reports online, download to .pdf or Excel formats on demand or schedule for future review. The reports provide data to help manage your programs. Just select report criteria about specific products, policy numbers, claim types and date ranges.

The data is updated on a nightly basis and the reports will reflect information from the prior day. Many reports provide data on a real-time basis.

When you schedule reports to run (daily, weekly and monthly), you'll get an automated email once the reports are available online.

Proposals must demonstrate a sufficient number of claims and customer service representatives who are available during normal working hours (8:00am – 5:00pm, ET) for claims processing and insurance verification.

Life Claim

The primary Life claim center is located in Windsor, CT. This team is supported by additional Life Care Advocates associated with our Claim Centers in Arizona, California, Minnesota and Florida.

The Life and AD&D Claim Centers have 66 staff members and are governed by a Director of Life Claims and 11 Team Leaders. Our claim office has the following claim-handling and support staff dedicated to the administration of Life and AD&D claims.

Team Leaders are:

- Highly-skilled claim experts with over 15 years' of experience administering Life and AD&D claims
- Generally promoted from within the ranks of the claim examining staff after demonstrating technical and leadership skills
- Responsible for day-to-day management of the teams including reviewing all claims above a Care Advocate's

authority limit

Customer Service Associates:

- Responsible for handling all mail for Group Life claims
- Identify and enter all first notices of claims into the Life Claim system
- Assign all incoming mail to the proper Care Advocate
- Provide support to examiner teams by mailing all claim letters with attachments to beneficiaries and policy holders
- Responsible for all daily filing and monthly archiving, typing of manual checks and processing of 712 forms,
 Estate Tax notices and Absolute Assignments

Customer Service Representatives:

- Are trained to field incoming calls related to Group Life AD&D claims
- Complete training on delivering superior phone and email customer service
 - Life Claim team members complete a sensitivity training program to enable them to empathize with beneficiaries who have recently suffered the loss of a family member
- Conduct research on claim inquiries as needed
- Have an average of 3.96 years' of service

Life and AD&D Care Advocates:

- Investigate, compile, record and analyze data to make claim determinations based on the terms of the policy, company guidelines and government regulations
- Communicate with claimants, internal staff, attorneys, regulatory agencies, investigators, reinsurers, beneficiaries and medical professionals on a regular basis
- Average over 17 years' in the industry
- Are predominantly college educated or have equivalent related experience
- Receive intensive classroom training when they're new hires as well as extensive on-the-job training
- Do not carry caseloads because Life claims are open for a relatively short time; however, a fully-trained Care Advocate is expected to process an average of 118 claims per month
- Administer claims with a "culture of caring" philosophy to assist your employees and their beneficiaries/families in their time of need

Claims Excellence Teams:

- Provide quality assurance support
 - Program results are reviewed on a monthly, quarterly and annual basis to assist us in the identification of trends
 - The program is designed to recognize the strengths and opportunities for improvement in our execution of best practices

Claim Customer Consultants:

- Are claim professionals dedicated to assisting our customers
- Average over 13 years' of insurance experience
- Have knowledge of multiple lines of coverage, including Life, AD&D and Premium Waiver. Knowledgeable in all of The Hartford's claims services
- Assist our customers with their transition to The Hartford, manage ongoing claim relationships and provide training
- Act as a single point of contact for claims service needs between your company and The Hartford's claim organization
- Provide proactive support on issues and help improve the overall claims experience

Customer Service

Claim Customer Service Representatives provide primary customer service for routine Life and AD&D inquiries from claimants, their beneficiaries and our clients' representatives via a toll-free number. The Customer Service teams are located in Overland Park, KS, Scottsdale, AZ and Windsor, CT. Our Contact Center consists of 55 Customer Care Representatives, who work out of Overland Park, KS, Windsor, CT, and Scottsdale, AZ locations combined. Our Life Call Center's hours of operation are Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time. After-hour callers who know their party's extension may leave a voice mail and the call is returned within one business day.

The initial contract will be for three (3) years, with the opportunity to extend for one (1) two-year period. Insurance companies with a three-year rate guarantee are preferred.

The Hartford's proposed rates include a 3-year rate guarantee.

The Group Life benefit covers its eligible employees, retirees, and appointed and elected officials. There are approximately 3,682 benefit eligible employees, retirees and appointed and elected officials. The City has a volume of \$123,063.538.34.

Noted.

Pricing Proposal Response Form

GROUP TERM LIFE INSURANCE COVERAGE

Group Life Insurer: Hartford Life and Accident Insurance Compnay Best's Rating: A

Proposer Name: Hartford Life and Accident Insurance Company

Toll Free Phone: 1-888-563-1124 Telephone: 1-860-547-5000 FAX: 1-860-380-1833

Agent/Broker: Home Office Direct Telephone: N/A FAX: N/A

Place rate for each year proposed, including any expected increases in rate.

Policy Year	Rate per \$ 1,000	Agent / Broker Remuneration - Commission
01/01/21-12/31/21	\$0.385	10%
01/01/22-12/31/22	\$0.385	10%
01/01/23-12/31/23	\$0.385	10%

Policy Year	Rate per \$ 1,000	Agent / Broker Remuneration - Fee Based
01/01/21-12/31/21	\$0.385	10%
01/01/22-12/31/22	\$0.385	10%
01/01/23-12/31/23	\$0.385	10%

QUESTIONS: Attach necessary explanations and/or deviations.	
1. Does your proposed program comply with all applicable Florida and Federal Statutes?	Yes
2. Will you waive actively at work provisions for currently covered City of Gainesville employees?	Yes
3. Does your proposal match current benefits without modification? Please state any exceptions.	No
4. Does the rate include Agent/Broker remuneration?	Yes

- 5. Describe claimant's payment options.
 - Beneficiaries are given the option to receive their claim settlement in the following:
- Lump sum check
- Safe Haven Program (an interest earning draft account and personal representative for support)
- Electronic Fund Transfer, if requested by beneficiary

Please note, for beneficiaries receiving payment via Safe Haven. Beneficiaries are provided with options so that they can be flexible based on their individual needs and preferences.

- Write a draft or drafts (like a check) up to and including the full balance including interest
- Perform ACH transactions moving funds from their Safe Haven account electronically
- Make payments by phone or online

With our Express Pay feature, a beneficiary may receive a claim payment in as few as 48 hours (applies to U.S., natural deaths with a funeral director's certificate of death). With the proper paperwork, we will accept funeral home assignments to pay the funeral home directly for expenses.

6. Describe your waiver of premium provision.

The Hartford's Premium Waiver benefit allows for continued Life insurance coverage without premium payment while the contract defines an employee as disabled. Our Premium Waiver options are all fully-insured.

There are several Premium Waiver options offered, including an option for employees who are disabled on or after age 60.

The standard Premium Waiver provision requires that the following conditions are satisfied:

- The covered person must be less than age 60, insured and disabled.
- The standard elimination period to qualify for Premium Waiver is 9 months; however, we also offer a 3 month and 6 month elimination period.
- We must receive acceptable proof of the insured person's condition within one year of his/her last day of work.

For Premium Waiver purposes, the term "disabled" standardly means that:

- The insured has a condition that prevents him/her from doing any work for which he/she could become qualified for through education, training or experience.
- The insured person has been diagnosed with a life expectancy of 12 months or less. (This item is included only in contracts that contain an Accelerated Death Benefit. The number of months of life expectancy matches the terminally-ill definition of the Accelerated Death Benefit).

The claimant's disability standardly must have been continuous for nine months and coverage continues until age 65.

The Hartford must receive notification for Premium Waiver claims within 12 months of the date last worked via a claim application for our standalone Life customers. If necessary, we may request additional information from the claimant and/or the attending physician. We review the claim to determine if the claimant qualifies for Premium Waiver under the terms of the policy. Once all the required information is received, our standard turnaround time is five business days to approve or deny the claim.

- 7. Describe fully any exclusions or limitations to the coverage you are proposing. Specifically address: Suicide, piloting an airplane, skydiving or recreational diving. The Basic Life plan has no exclusions.
- 8. Provide the name, address and telephone number of the office that will service this account. Also, provide the name of the person who will have overall responsibility for servicing this account. Sales Office Information

Address – 4830 West Kennedy, Tampa, FL 33609

Phone Number – 813-207-2170

Client Relationship Manager

Kavlea Frantzis

4830 West Kennedy, Tampa, FL 33609

Phone: 813-207-2170

Email: Kaylea.Frantzis@thehartford.com

- 9. Provide the location from which claims will be paid.

 The primary Life claim center is located in Windsor, CT. This team is supported by additional Life Care Advocates associated with our Claim Centers in Arizona, California, Minnesota and Florida.
- 10. What is the proposed claim office's current turnaround time (in business days) for life claims, from the receipt of properly completed claim forms to the mailing of the claim payment?

 Our standard claim turnaround times, based on the overall results of the Life Claim Department, are as follows:
- 95% of all approved claims are processed within 5 business days from receipt of all necessary information
- 95% of all claim denial decisions are processed within 10 business days from receipt of all necessary information, to include medical and/or legal reviews

For 2019, we processed 97.25% of all claim decisions within these respective timeframes. This result is based on the overall performance

Comments: #3: We will add a reduction schedule for the retirees, ADEA 1.					

PART 9 – SAMPLE CONTRACT

		CON	TRACT FOR	L				
THIS CON GAINESVILLE,		`), entered into o municipal	on theday of corporation, , ("Contractor"),	("City"),	insert	address	and
"Parties".						, 0	,	
WHEREAS	S , clause	s that briefly d	lescribe project	and history of project	ct (if applicable))		

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be one year, commencing on **insert date** and terminating on **insert date**. The Contract may be extended for an additional year, upon mutual agreement of the Parties. Upon extension of the Contract term, the Contract Price may be increased or decreased based upon the Consumer Price Index as of **insert date**.

Or

The term of the Contract shall be effective on the **insert date** and shall expire upon the Contractor's satisfactory completion of the Scope of Services, unless otherwise terminated pursuant to this Contract.

AND In some instances

The terms and conditions of this Contract shall extend beyond the termination of this Contract for all orders or services placed under this contract prior to the termination date of this Contract.

2. MULTI-YEAR CONTRACT.

The obligations of the City as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.

3. SCOPE OF SERVICES.

Project or Product or Service Description:

, as more specifically described in the Specifications.

4. CONTRACT DOCUMENTS.

- A. The Contract consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the 'Contract Documents'):
 - i. Contract;
 - ii. Addenda to Bid Documents (attach and identify by title, number and date);
 - iii. Bid Documents (attach and identify by title, number and date); and
 - iv. Contractor's response to Bid documents (attach and identify by title, number and date).

B. The Contract Documents constitute the entire contract between the City and Contractor. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail. However, when the insurance coverage is in effect, the terms and conditions of our insurance contract, a document that is filed with the state department of insurance, must prevail and control our relationship with the Policyholder and its insureds. Under applicable insurance law, the insurance contract must constitute the entire contract of insurance.

5. **DELIVERY SCHEDULE:** (to be included for goods)

The delivery schedule is hereby defined as the period which will elapse between receipt of a purchase order and the arrival of the materials or equipment at the designated point of delivery. Meeting specified delivery schedules is of the essence of this Contract and is a significant part of the performance of the Contract. Failure to meet such schedules may result in Termination of the Contract as described in Paragraph 10 of this Contract.

A DELIVERY LOCATION:

All materials or equipment shall be bid F.O.B. Gainesville, Florida.

B. DELAY

Notwithstanding the delivery schedule, the City shall have the right to delay the delivery for up to three months as necessary or desirable and such delay shall not be deemed a breach of contract, but the delivery schedule shall be extended for a period equivalent to the time lost by reason of the City's delay.

If the project for which the delivery is required is stopped or delayed for more than three months, either in whole or in substantial part, and either the City or Vendor elects to terminate the Contract because of such delay, if such stoppage or delay is due to actions taken by the City within its control, Vendor's sole remedy under the Contract shall be reimbursement for costs reasonably expended in preparation for or in performance of the work to the date of termination.

[OR]

5. TIME FOR PERFORMANCE (To be included for services, if needed)

The Parties agree that time is of the essence for the Scope of Services. Contractor shall complete the work on or before [date].

[OR]

5. PARAGRAPH 5 INTENTIONALLY OMITTED.

[In some contracts, there is no need to put a provision in for completion. For instance, if you have hired a janitorial service on an annual contract, there would not be a need to have a time of performance or completion date]

6. COMPENSATION/PAYMENT.

City will pay Contractor in an amount not to exceed (\$amount bid if lump sum or budget amount if annual agreement) for the term of the contract. Payment shall be based upon (describe whether City is paying on an hourly basis, or for a percentage of work completed, amount of material delivered or some other measurement). the agreed upon premium.

City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes.

7. INDEMNIFICATION.

Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

[OR]

The Contractor agrees, at its sole cost and expense, to indemnify, hold harmless, and defend the City and its officers, employees, and agents from all liabilities, damages, losses, claims, suits, causes of action, costs, or expenses of any kind or nature, including but not limited to reasonable attorneys' fees, for personal injury, death, property damage, or any other losses that arise from or

are in any way connected with the negligence, recklessness, or intentional wrongful conduct of the Contractor and its officers, employees, and agents under the performance of this Contract. In effectuating the above, the Contractor shall at its sole expense assume and defend not only itself but also the City from any such claims, even if the claim is groundless, false, or fraudulent, provided the City retains the right to participate in the defense with its own counsel or counsel of its choosing at the City's own expense for attorneys' fees. This indemnification is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for the Contractor under workers' compensation, disability, or other employee benefit acts, or the acceptance of insurance certificates required by this Contract, or the terms, applicability, or limitations of any insurance held by the Contractor. The City does not waive any rights against the Contractor that it may have by reason of this indemnification because of the City's acceptance of Contractor's insurance policies required by the City, and this indemnification applies to all damages and claims for damages of any kind suffered regardless of whether such insurance policies are determined to be applicable to any such damages or claims for damages. Nothing contained in this Contract may be interpreted as a waiver of the City's sovereign immunity as provided in Section 768.28, Florida Statutes, or as denying the City any remedy or defense available at law.

This section and indemnification will survive and be in full force and effect after any termination or expiration of this Contract.

Or for intergovernmental or Interlocal agreements:

Each party shall be solely responsible for the negligent or wrongful acts of its officials, agents and employees.

- **8. INSURANCE.** (Check with risk for required coverage and amounts)
- **A.** During the term of this Contract, Contractor shall maintain insurance as follows:

Workers' Compensation insurance	providing coverage in compliance with Florida Statutes
Professional Liability insurance	\$[contact risk] per occurrence combined single limit for bodily injury and property damage
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	\$[contact risk] per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	\$[contact risk] per occurrence combined single limit for bodily injury and property damage
Property Damage insurance	\$[contact risk] per occurrence combined single limit for bodily injury and property damage

- B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.
- C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

9. **SOVEREIGN IMMUNITY.**

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

10. TERMINATION.

A. If the Contractor fails to observe or perform in accordance with the Contract Document (a "Default"), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City's intent to terminate if such

Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.

B. This Contract may be terminated by the City, without cause, upon thirty (30) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

11. INDEPENDENT CONTRACTOR.

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor for the full performance of the Contract Documents.

12. INTELLECTUAL PROPERTY AND WORK PRODUCT.

- A. Ownership and Publication of Materials.—All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City. Contractor provides reports, insurance documents, agreements and other materials to many different customers who benefit from its insurance services and Contractor is unable to grant any one customer ownership of its documentation or services. However, the Contractor will grant to the City license to use Contractor's intellectual property contained in any deliverables provided to the City while Contractor is providing insurance Services to the City. All deliverables discovered, created or developed by Contractor under this Agreement shall be and will remain the sole and exclusive property of the Contractor with licensed rights of use granted to the City in accordance with this Agreement.
- **B.** <u>Intellectual Property.</u> Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City [or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.

13. RECORDS AND RIGHT-TO-AUDIT.

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

14. CONTRACTOR'S ASSURANCES.

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City's sole discretion, determines than any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.

15. WARRANTY.

[are there specific warranties requested in the bid? If so, list them here or reference them here]

16. PUBLIC RECORDS.

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.

- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

http://www.cityofgainesville.org/ClerkOfTheCommission/PublicRecordsRequests/RequestingaPublicRecord.aspx

17. DISPUTE RESOLUTION

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee. Notwithstanding any of the foregoing, the Parties may remove the matter to a court of competent jurisdiction once the desputes process has resolved.

18. ATTORNEY'S FEES AND COSTS.

The prevailing party to any litigation filed in state or federal court, shall be entitled to attorney's fees and costs, including any attorney's fees and costs incurred on appeal.

19. FORCE MAJEURE (not needed if paragraph 5 is blank)

If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone <u>disease</u>, <u>pandemic</u>, <u>or other health emergency</u>, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.

[OR]

19. PARAGRAPH INTENTIONALLY OMITTED

20. APPLICABLE LAW AND VENUE.

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Contract, venue shall be in Alachua County, Florida.

21. DEFAULT AND REMEDIES.

The non-breaching party shall have available all remedies at law.

22. NOTICES.

Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

CITY:

CONTRACTOR:

City of Gainesville

Insert Contractor's Information

Insert Department Name

Insert Address

23. SEVERABILITY.

If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

24. INTEGRATION/MERGER.

This Contract, together with the attached bid documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.

25. MODIFICATION AND WAIVER.

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the Contract shall apply to any other portion of the Contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

26. CAPTIONS AND SECTION HEADINGS.

Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

27. ASSIGNMENT OF INTEREST.

Except to internal affiliates, Nneither party will assign or transfer any interest in the Contract without prior written consent of the other party.

28. SUCCESSORS AND ASSIGNS.

The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

29. THIRD PARTY BENEFICIARIES.

This Contract does not create any relationship with, or any rights in favor of, any third party.

30. CONSTRUCTION.

This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.

31. COUNTERPARTS.

This Contract may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

32. EXHIBITS.

All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, or caused to be executed by their duly authorized officials, on the day and year first written above.

NAME OF COMPANY:	CITY OF GAINESVILLE:
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
	APPROVED AS TO FORM AND LEGALITY
	City Attorney

The Hartford agrees to this provisions subject to the redlined edited language noted above.

Addendum Publish Date: September 10, 2020

Group Life Insurance
Bid No.: RMDX-210000-GD
ADDENDUM NO. 1

Bid Due Date: September 30, 2020, 3:00pm

NOTE: The original Specifications remain in full force and effect except as revised by the following changes

which shall take precedence over anything to the contrary:

Please find attached:

- a) Excel version of Attachment 2 Retiree Life Insurance Census
- b) Excel version of Attachment 3 Risk Life Insurance Census
- c) Copy of the Cone of Silence period information (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters).

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, and a copy of this Addendum to be returned with proposal.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER COMBONIEME. Hartista Line and According to Compiler
SIGNATURE: Shuila W. Sokolski
LEGIBLY PRINT NAME: Shelia W. Sokolski
DATE: September 30, 2020

PROPOSED COMPANY NAME. Hartford Life and Accident Insurance Compnay



Budget and Finance Department Purchasing Division

41-424 <u>Prohibition of lobbying in procurement matters</u>

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.



Budget and Finance Department
Purchasing Division

Addendum Publish Date: September 18, 2020

Group Life Insurance

Bid Number: RMDX-210000-GD

ADDENDUM #2

Bid Due Date: September 30, 2020, 3:00pm

NOTE: The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Please find attached to this Addendum or added to the DemandStar posting, named:

- Addendum 2-Attachment 1-Retiree Census
- Addendum 2-Attachment 2-Life E-Contract-Symetra
- Addendum 2-Attachment 3-Symetra Invoice_2020-09
- Copy of the Cone of Silence period information (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters).

1. Question:

The retiree census only contains DOB and zip code. Please provide a retiree census that includes gender, date of birth, dates of retirement, and amount of life insurance coverage for each retiree insured.

Answer:

Please see the attached Excel Report "Addendum 2-Attachment 1-Retiree Census". The dates are through July 31, 2020.

2. Question:

Can active and retiree experience be split/reported separately? Please provide the following experience data separately for each line of life coverage from 2015 to 2020:

- Annual paid premiums
- Annual paid claims
- Average annual volume
- A premium rate history for each line of coverage
- A detailed list of all death claims paid

Answer: Provided. It is a blended rate and blended experience.



Budget and Finance Department

Purchasing Division

3. Question:

- a. If active and retiree coverage cannot be split, Please provide a detailed listing of all death claims incurred between 2015 and 2020.
- b. Please provide claim reporting for the past 3 years?

Answer: Please see the attached Excel Report "Addendum 2-Attachment 1-Retiree Census". The dates are through July 31, 2020.

4. Question:

Please provide a copy of a recent monthly billing statement/premium remittance statement to compare census volumes to reported volumes.

Answer: See "210000-Addendum2-Attachment 3-Symtra Invoicd_2020-09" attached

5. Question:

Please provide a list of open Waiver of Premium claims, including gender, date of birth, date of disability, and amounts of life coverage for all current disabled insureds.

Answer: Not applicable to this solicitation.

6. Question:

Please provide a premium rate history from 01/01/2015 to 2020 for each line of Life and AD&D coverage, including current rates.

Answer: Rate history has been provided. AD&D is not applicable to this solicitation.

7. Question:

Please provide a copy of the current Life and AD&D policy or certificate so that our proposal can match current plan provisions as closely as possible. If this isn't available, please provide the following:

- Plan design (benefits, maximums, guaranteed issue limits, etc.)
- Waiver of premium parameters (e.g. disabled prior to age 60, 9 month elimination period, terminates at age 65), if no waiver of premium – how long may disableds continue to be covered under a premium payment arrangement?
- Age reduction schedule
- Any guaranteed issue opportunities available at annual enrollment

Answer: Current Life policy has been provided. AD&D is not applicable to this solicitation.

8. Question:

Is the retiree group open to future retirees? If not, when did the group close?

Answer: Yes

9. Question:

Have there been any significant plan design changes in the last several years (i.e. change in benefit schedules, acquisitions, mergers)?

Answer: No

10. Question:

Will the life insurance plan be self-administered/self-billed by the employer, or will the insurance carrier be responsible for maintaining individual employee records and for generating monthly invoices?

Answer: Carrier will be responsible



Budget and Finance Department
Purchasing Division

11. Question:

Is an implementation credit requested?

Answer: No

12. Question:

What level of commissions should be included in our proposed rates?

Answer: Current commission is 10%.

13. Question:

It appears that the city may currently offer a supplemental life and AD&D plan, as well as dependent life. We may be able to provide better rates if both the basic and supplemental plans are marketed together. Please provide census and experience by line of coverage if you are interested in quotes on any existing supplemental plans.

Answer: We are not soliciting for the voluntary benefit at this time

14. Question:

Please provide a description of your claims submission process; including such items as information gathering, submission, follow up and resolution.

Answer:

City is notified by family. City researches information and communicates with funeral home (if applicable). Vendor is notified. City contacts and meets with beneficiary of record to complete and process necessary documents. City submits documents to vendor. Vendor contacts City with any questions. Vendor sends payout to beneficiary and notifies City payment was made.

15. Question:

Please provide the details of your current portability and conversion administration process.

Answer:

This is employer paid for employees and retirees. There is no portability or conversion if employee separates service prior to retirement.

16. Question:

Do you currently use a TPA or software vendor for you benefits enrollment and eligibility? If so, can the name of the vendor be released?

Answer: Not applicable to this solicitation.

17. Question:

For purposes of coordinating waiver of premium with the LTD plan, what is your LTD definition of disability?

Answer: We do not offer LTD.

18. Question:

Please describe your Evidence of Insurability process; including such things as submission, follow-up and notification.

Answer: There is no EOI on the Group Life benefit.



Budget and Finance Department Purchasing Division

19. Question:

Please describe any established file transfers you have in place today. **Answer:** None. Vendor will need to be able to interface with Workday

20. Question: What's the best way to communicate with your employees during enrollment and

throughout the year? **Answer:** Not applicable.

21. Question:

Are current beneficiary designations held electronically or on paper?

Answer: Both

22. Question:

Who holds current beneficiary designations?

Answer: City

23. Question:

What is the process to share beneficiary information with the current carrier?

Answer: This information is given upon death of an employee/retiree

24. Question:

Are designation details (e.g. name, class, share) stored as system data, images or both?

Answer: System

22. Question:

Please provide the current contract for employees and retirees including any addendums for the City's life insurance.

Answer: See Attached, "210000-Addendum 2-Attachment 2-Life E-Contract-Symetra"

23. Question: What are the current rates for the retiree and employee life insurance?

Answer: Provided

24. Question: Does your life insurance benefit include an age reduction for retirees and employees?

Answer: No

25. Question: Does the City currently have a broker servicing the Life insurance? If yes, who is the

current broker?

Answer: Gallagher Benefits Services

26. Question:

What compensation is the broker receiving?

Answer: 10% Commission

27. Question:

What vendor or platform does the City use for their payroll system?

Answer: The City Currently uses CGI Advantage and will be transitioning to Workday sometime next year.

28. Question:

Does the City currently have an online enrollment system?

Answer: Yes

Budget and Finance Department
Purchasing Division

29. Question:

If so, is the current broker paying for the online enrollment system?

Answer: No

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, and a copy of this Addendum to be returned with proposal.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER COMPA	NY NAME: Hartford Life and Accident Insurance Compnay
SIGNATURE: Sluida	. W. Sokolski
LEGIBLY PRINT NAM	ME: Shelia W. Sokolski
DATE:	September 30, 2020



Budget and Finance Department
Purchasing Division

FINANCIAL SERVICES		
CEDURES MANUAL		

41-424 <u>Prohibition of lobbying in procurement matters</u>

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.

PART 4 – HOW TO SUBMIT A PROPOSAL

Minimum Qualifications

All insurance companies submitting proposals must be:

1. Licensed by the State of Florida and have a record of good performance with governmental agencies within Florida.

Yes. We conduct business and provide insurance products, and related insurance and non-insurance services, in all 50 states.

2. Be willing to commit to the specified level of service and quality.

Performance Guarantees

The Hartford encourages the negotiation of a mutually agreeable performance guarantee with the City of Gainesville (City) and will collaborate to develop the standards for which service guarantees will be provided.

We are willing to extend performance guarantees to categories that are measurable, generate sufficient volume to produce statistically valid results, and are under The Hartford's control.

Some of our most common guarantees include, but are not limited to:

- Claim turnaround time
- Claim financial accuracy
- Timely report delivery

Quality Assurance Program

We manage quality assurance through our Claims Excellence program. This program is staffed by full-time Claims Quality and Solutions Consultants who review a percentage of both active and closed claims and identify the strengths and opportunities in our execution of best practices. We then focus our training and process improvement initiatives in the areas identified.

Each claim reviewed is evaluated for:

- Accuracy includes financial, payment, coding and claim decision
- Resolution ensures the timely handling of claims in line with our claim standards
- Efficiency ensures accurate and timely claims service with the appropriate amount of resources
- Customer service ensures communication with our customers and service commitments are met

Selection Criteria

The files reviewed are randomly selected from a list of claims that meet predetermined criteria, including:

- Recent initial claim decisions
- Ongoing claims
- · Recently terminated claims

Percentage of Claims Reviewed

The percentage of claims reviewed differs by line of business and the number of open/closed claims. At no time will the number of claims reviewed fall under the percentage required for a statistically valid audit sample as determined by our Claims Actuarial unit:

• The general rule allows for a sample size that meets a 90% confidence level with a margin of error less than six points

For 2019, we audited approximately 490 Life claims.

3. Must provide a toll-free service to handle inquiries directly from plan members as well as City of Gainesville

officials.

The Hartford will provide a shared toll-free claim telephone number for the City.

4. Minimally, the insurance company must have an A M Best rating of A5 or its equivalent.

Hartford Life and Accident Insurance Company has an A.M. Best rating of A.

5. Insurer must waive actively at-work requirement and guarantee no gain-no loss provision.

Actively At Work Retirees

For Retirees covered under Life coverage, we will provide our Standard Continuity of Coverage provision to address concerns that retirees might lose coverage due to a change in insurance carriers. This provision extends coverage to retirees insured under the prior plan on the day before our policy effective date. Any dependents insured under the prior plan on the day before our policy effective date will not be subject to any deferred effective date provision ("performing normal activities requirement").

The amount of coverage provided is equal to the lesser of the amount under the prior policy or the amount under our policy, reduced by any coverage amount in force, paid or payable under the prior policy or any amount that would have been payable if timely election had been made.

Under a Death Benefit Only approach, we realize that there may be existing disabled individuals as of our effective date that will require coverage under our policy. Contingent upon receipt and review of a listing of these disabled individuals (including birth date, gender, coverage amounts, and diagnosis information), we may agree to assume coverage for such individuals.

No loss of coverage during change of carriers

No employee will gain or lose coverage or receive a greater or a lesser benefit due to change in carriers, provided that the employee was eligible for benefits the day before our policy's effective date.

6. Must comply with schedule of benefits as described in Attachment 1.

It is our intent to match the requested in force plan design benefits as described in our proposal subject to the following deviations:

Adding ADEA 1 schedule to the Retiree class

Please note that The Hartford's contract language, provisions and exclusions will apply in the event of any discrepancy between the language in the proposal and the contract language. Whereas our contractual provisions may be similar to those of your current carrier, the actual terms and conditions of the contract may be different. Due to state insurance regulations and filing requirements, it may not be possible to change the language in our policy to exactly match your current contract's wording.

b) Price Proposal

The price proposal is a presentation of the bidder's total offering price including the estimated cost for providing each component of the required goods or services.

Bidders should indicate the dollar amount which will be attributed to each sub-contractor, if any.

If a prescribed format for the price proposal is appended, bidders must use it; otherwise, bidders may use formats of their choice.

We do not intend to use any subcontractors; however, if we decide to do so in the future, we will make every effort to notify City beforehand. The term "subcontractor" shall not include vendors hired by The Hartford to provide services across The Hartford's book of business.

BID COVER PAGE



Procurement Division 200 E University Avenue, Rm 339 Gainesville, FL 32601

(352) 393-8789

			Iss	sue Date: September 7, 2020
REQUEST FOR PROPOSAL: #	RMDX-210000 Group Life Inst			
PRE-PROPOSALMEETING: DATE: N/A LOCATION: N/A	Non-Mandatory TIME: N/A	□ Mandatory	⊠ N/A	☐ Includes Site Visit
QUESTION SUBMITTAL DUE DAT	Γ E : Septemb	er 17, 2020, 3:00pm		
DUE DATE FOR UPLOADING PRO	POSAL: Septemb	er 30, 2020, 3:00pm		
SUMMARY OF SCOPE OF WORK: The Group Life Insurance program will p The city expects the selected vendor to ple the three years. The City prefers a rate guar	ace and administer the	group life product for	the initial te	rm of the agreement of
For questions relating to this solicitation, or	contact: Gayle Dykema	nn, <u>dykemangb@cityo</u>	fgainesville.or	rg
Bidder is <u>not</u> in arrears to City upon any debt, Bidder is not a defaulter, as surety or otherwis				
Bidders who receive this bid from sources o Procurement Division prior to the due date Uploading an incomplete document may deer	to ensure any addenda	are received in order to		
ADDENDA ACKNOWLEDGMENT: Pr. part of my offer: Addenda received (list all)		fer, I have verified that	all addenda is	sued to date are considered as
Legal Name of Bidder: Hartford Life an	nd Accident Insurance	ee Company		
DBA: The Hartford				
Authorized Representative Name/Title: <u>\$</u>	Shelia W. Sokolski /	Assistant Vice Presid	dent	
E-mail Address: shelia.sokolski@thehartt	ford.com	FEIN: <u>06-08386</u>	48	
Street Address: One Hartford Plaza, Hartf	ford, CT, 06155			
Mailing Address (if different): N/A				
Telephone: (860) 547-5000		Fax: (<u>860</u>) <u>380-1</u>	833	
By signing this form, I acknowledge I have reset forth herein; and,	ad and understand, and	my business complies wi	th all General	Conditions and requirements
Proposal is in full compliance with t	he Specifications.			
Proposal is in full compliance with the	· · ·		attached here	to.
SIGNATURE OF AUTHORIZED REPR	RESENTATIVE: \(\sum_{\text{st}}^{\text{U}}	uila W. Sokolski DD1A4813434428		
SIGNER'S PRINTED NAME: Shelia W.	Sokolski		OATE: <u>Septe</u>	ember 30, 2020

DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

Hartford Life and Accident Insurance Company

does:

(Name of Bidder)

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DocuSigned by:
Stuila W. Sokolski

83D1A4813434428...
Bidder's Signature

September 30, 2020

Date

BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one) Local Preference requested: YES NO
 A copy of the following documents must be included in your submission if you are requesting Local Preference: Business Tax Receipt Zoning Compliance Permit
QUALIFIED SMALL BUSINESS AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS (Check one) Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Small Business? YES NO
Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Service-Disabled Veteran Business? YES NO
Living Wage Decision Tree: (Check one)
NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements as applicable, without any adjustment to the bid price.
REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida? YES NO (refer to Part 1, 1.6, last paragraph)
If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (# <u>821018</u> If the answer is "NO", please state reason why:
DIVERSITY AND INCLUSION (Applies to solicitations above \$50,000) Does your company have a policy on diversity and inclusion? No
If yes, please attach a copy of the policy to your submittal.
Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply being requested for information gathering purposes.
Hartford Life and Accident Insurance Company
Bidder's Name
Sheila W. Sokolski / Assistant Vice President
Printed Name/Title of Authorized Representative Swila W. Sokolski
Signature of Authorized Representative \(\) \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \

 $This page \, must \, be \, completed \, and \, uploaded \, to \, Demand Star. com \, with \, your \, Submittal.$

REFERENCE FORM

Name of Bidder: Hartford Life and Accident Insurance Company

Provide information for three references of similar scope performed within the past three years. You may include photos or other pertinent information.

#1 Year(s) services provided (i.e. 1/2015 to 12/2018): 2016 - Current

Company Name: Lake County Board of County Commissioners

Address: 315 W. Main Street Suite # 430

City, State Zip: Tavares, FL 32778

Contact Name: Karen Carter

Phone Number: 352-343-9769 Fax Number: 352-343-9679

Email Address (if available): kcarter@lakecountyFL.gov

#2 Year(s) services provided (i.e. 1/2015 to 12/2018): 2011 - Current

Company Name: Hernando County Board of County Commissioners

Address: 20 North Main Street Room 264

City, State Zip: Brooksville, FL 34601

Contact Name: Kelly Burke

Phone Number: 352-754-4450 Fax Number: 352-754-4025

Email Address (if available): Kburke@co.hernando.fl.us

#3 Year(s) services provided (i.e. 1/2015 to 12/2018): 2016 - Current

Company Name: Sumter County Board of County Commissioners

Address: 7375 Powell Road

City, State Zip: Wildwood, FL 34785

Contact Name: Rona Mohrenne

Phone Number: 352-689-4400 Fax Number: 352-689-4401

Email Address (if available): www.sumtercountyfl.gov



Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.												
	Hartford Life and Accident Insurance Company 2 Business name/disregarded entity name, if different from above												
Print or type. Specific Instructions on page 3.							4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5						
ξġ	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶												
Print or type. c Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner obsolute shock the appropriate box for the tax purposes.						Exemption from FATCA reporting code (if any)						
ij	is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions)						(Applies to accounts maintained outside the U.S.)						
Spe	5 Address (number, street, and apt. or suite no.) See instructions.	and address (optional)											
See	One Hartford Plaza												
တ	6 City, state, and ZIP code												
	Hartford, CT 06155												
	7 List account number(s) here (optional)												
Pa	rt I Taxpayer Identification Number (TIN)												
Enter your fire in the appropriate box. The fire provided materials have given on the fire avoid							curity number						
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other													
entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>													
TIN, later. or													
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter. The proper is a continuous property of the pro						identification number							
						8	6	4	8				
Par	t II Certification				<u> </u>								
Unde	er penalties of perjury, I certify that:												
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and													
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and										ım			

- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments

otner than	interest and dividends, you are not required to sign	the certification, but you must provide your correct TIN. See the instructions for Part II, later.
Sign Here	Signature of U.S. person Suita (N. Sakalski	Date ▶ January 3, 2020
	0	

General Instructions

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,



Florida Department of Insurance

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of the Florida Insurance Code for the issuance of a license and remains subject to all applicable laws of Florida.

Date of Issuance: June 1, 1968 No. 91-06-0838648 1 on gallent

Tom Gallagher Treasurer and Insurance Commissioner



City of Gainesville RMDX -210000-GD

Exceptions and Explanations

1.1 DETERMINATION OF RESPONSIBILITY OF BIDDERS

The specific qualifications of bidders for this specific Request for Proposal are included in Part 3, 3.1, d) Qualifications. Bidder must also demonstrate that it is responsible as defined in the City of Gainesville's Financial Services Procedures Manual, Section 41-522, as may be amended.

As a part of the proposal evaluation process, City reserves the right to conduct a background investigation of bidder, including a record check by the Gainesville Police Department if the qualifications require it. Bidder's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

All employees are required to complete a background check as a condition of employment. The Hartford's¹ background check process includes, but is not limited, to a 10-year criminal conviction check. We also require all employees to submit an annual certification in which they attest that they have never been convicted of any felony of any kind, or of any misdemeanor involving their conduct in the financial services industry or involving dishonesty, breach of trust, violence, sexual misconduct or illegal possession of drugs, narcotics, firearms or weapons, and that they do not know of any other Hartford employees who have ever been convicted of a felony. To the extent The Hartford is aware of any such convictions, it agrees to remove such individuals from providing services hereunder. Our background records are considered the property of The Hartford and the concerned employees. We do not divulge the contents of these records due to the privacy rights of our employees.

8.2 TAXES, CHARGES AND FEES

The bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since the City of Gainesville is often exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

No sales and use taxes apply to group life insurance contracts.

¹ The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries including issuing company Hartford Life and Accident Insurance Company. Home office is Hartford, CT.

All insurance benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This proposal explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this proposal and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability.

8.3 RULES; REGULATIONS; LICENSING REQUIREMENT

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The Hartford maintains a comprehensive Code of Ethics and Business Conduct (the "Code"). All employees are required to review it upon hire and annually thereafter, and to certify that they have done so. The Code applies to all executives, officers and employees of the company. The Hartford also believes in only doing business with agents, vendors, suppliers, independent contractors, consultants and other business partners who demonstrate shared values and high standards of ethical business conduct. The Code covers such topics as preventing discrimination and harassment, maintaining a drug free workplace, disclosing conflicts of interest, acceptance and giving of gifts and entertainment, fair competition, government relationships, restrictions on gifts and entertainment for government officials, and pay-to-play restrictions.

8.4 **RECORDS/AUDIT**

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

We maintain all insurance records consistent with applicable state and federal requirements, including ERISA.

Paper claim files are:

- Scanned upon receipt at our imaging center
- Maintained for 33 days and then destroyed by a bonded data storage vendor

Electronic data on our systems is maintained indefinitely.

8.5 INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/ SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the bidder and specific contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

Specific information related to lawsuits or complaints is generally treated as confidential, including the specific disposition of such matters. Material information relating to lawsuits or complaints is disclosed in The Hartford's most recent SEC Form 10Q or 8-k filings, copies of which can be obtained at:

http://ir.thehartford.com/phoenix.zhtml?c=108754&p=quarterlyearnings

8.6 USE OF RFP REPLY IDEAS

The City has the right to use any or all information presented in any response to the RFP, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

We will grant the City a license to use any of The Hartford's intellectual property upon contract of insurance services; however, we cannot grant ownership of our documentation or services. All deliverables discovered, created or developed by The Hartford will remain as our property.