

## **REQUEST FOR PROPOSAL 16-2732JE BENEFIT ADMINISTRATION SYSTEM**

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide a Benefit Administration System.

**DATE, TIME AND PLACE DUE:** Proposals will be received until **September 9, 2016 at 3:30 P.M.** at which time they will be **publicly opened at Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.** All interested parties are invited to attend this opening.

**DEADLINE FOR CLARIFICATION REQUESTS:** **August 26, 2016 at 5:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division. This deadline has been established to maintain fair treatment for all potential proposers, while ensuring an expeditious transition to a final agreement.

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**Important: A prohibition of lobbying is in place. Please review Section A.09 carefully to avoid violation and possible sanctions.**

### **AUTHORIZED CONTACT:**

Jacob Erickson, Contracts Negotiator  
(941) 749-3053, Fax (941) 749-3034  
Email: [jacob.erickson@mymanatee.org](mailto:jacob.erickson@mymanatee.org)  
Manatee County Financial Management Department  
Purchasing Division

AUTHORIZED FOR RELEASE: DKW

# REQUEST FOR PROPOSAL 16-2732JE BENEFIT ADMINISTRATION SYSTEM

## SECTION A INSTRUCTIONS TO PROPOSERS

Proposals may be presented by a single business entity, joint venture, partnership or corporation. In order to receive consideration, proposers must comply with the following instructions.

### A.01 PUBLIC SEALED PROPOSAL OPENING

Sealed proposals will be publicly opened at **Manatee County Purchasing Division, 1112 Manatee Avenue West, 8<sup>th</sup> Floor, Suite 803, Bradenton, Florida 34205**, in the presence of County officials at the time and date stated, or at such time as the final call for proposals is made. All proposers or their representatives are invited to attend the sealed proposal opening.

No review or analysis of the proposals will be conducted at the public opening. Manatee County will receive proposals at the time and date stated and will make public at the opening the names of the business entities which submitted a proposal and city and state in which they reside.

Any proposals received after the final call for proposals has been made will not be considered. It will be the sole responsibility of the proposer to have their proposal delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer will be responsible for its timely delivery to the Purchasing Division. Proposals delayed by mail will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the proposer's request and expense.

### A.02 SEALED & MARKED PROPOSAL

The contents of your sealed package will include: **One (1) signed Original (marked Original) and FIVE (5) Copies (each marked Copy) and One (1) Electronic copy.** The electronic copy will be in a pdf format and submitted on a CD or USB flash drive which is non-returnable. ***All physical and electronic copies shall be identical.***

Your complete proposal package will be submitted in one sealed package addressed from your company (name and address) and clearly marked on the outside **"Sealed Proposal 16-2732JE Benefit Administration System"** and addressed to:

Manatee County Purchasing Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205

**A.03 SECURING PROPOSAL DOCUMENTS & ADDENDA**

Request for Proposals and all documents issued pursuant to the Request for Proposal are available for download at no charge at [mymanatee.org](http://mymanatee.org) by clicking on "Bids and Proposals" on the left side of the home page. You may view and print these pdf files using Adobe Reader software.

Manatee County may also use DemandStar to distribute proposals. Visit the DemandStar website at [www.Demandstar.com](http://www.Demandstar.com) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the Request for Proposal and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 8:00 AM and 5:00 PM Monday through Friday, with the exception of holidays.

In addition, Manatee County informs Manatee Chamber of Commerce of all active solicitations, who then distributes the information to their members.

If any addenda are issued to this Request for Proposal, Manatee County will post the documents on the Purchasing Division's web page at <http://www.mymanatee.org/purchasing>, and then by clicking on "Bids and Proposals". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.

It will be the responsibility of each proposer, prior to submitting their proposal, to contact Manatee County Purchasing Division at (941)749-3014, to determine if addenda were issued and to acknowledge receipt of same on Attachment A, Proposal Signature Form.

**A.04 PROPOSAL EXPENSES**

Any and all expenses for making and submitting proposals to Manatee County are to be borne by the proposer.

**A.05 CLARIFICATION PERIOD**

Each proposer will examine all Request for Proposal documents and will judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal will be made in writing and sent to the Manatee County Purchasing Division. Manatee County will not be responsible for oral interpretations given by any County employee, representative, or others.

**A.06 FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the proposer, may be rejected. If, in the opinion of Manatee County, such information was intended to mislead County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal. Such proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to and from submitting any future bids or proposals to supply goods or services to Manatee County.

**A.07 WITHDRAWAL OR REVISION OF PROPOSALS**

A proposal which is submitted prior to the deadline may be withdrawn or revised anytime prior to but not after the deadline for receipt of proposals provided that the request for withdrawal or revision is in writing and executed by the proposer's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with Manatee County Purchasing Division before the deadline of receipt for proposals. The withdrawal of a proposal will not prejudice the right of the proposer to submit a new proposal, provided the proposer can submit the new proposal by the deadline stated herein.

Once a proposal is opened, Manatee County will not accept any request by any proposer to correct errors or omissions in the proposal.

**A.08 JOINT VENTURES**

All proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of Business and Professional Regulation and any other state or local licensing agency prior to submitting the proposal (see Section 489.119 Florida Statutes).

**A.09 LOBBYING**

After the issuance of any Request for Proposal, prospective proposers, or any agent, representative or person acting at the request of such proposer will not contact, communicate with or discuss any matter relating in any way to the Request For Proposal with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposal. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of a Request for Proposal and ends upon execution of the final contract or when the proposal has been cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Laws.

**A.10 EXAMINATION OF OFFER**

The examination of the proposal and the proposer generally requires a period of not less than ninety (90) calendar days from the opening date of the proposals.

**A.11 RESERVED RIGHTS**

Manatee County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the due date may or may not be rejected by County depending on available competition and timely needs of Manatee County. County reserves the right to award the contract to a responsible proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of County.

County will be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision will be final. Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information County deems necessary to make this determination will be provided by the proposer. Such information may include, but will not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

County reserves the right to determine that any proposal received which does not contain all of the information, attachments, verification, forms or other information, may be considered non-responsive and therefore be disqualified from eligibility to proceed further in the Request for Proposal process.

**A.12 APPLICABLE LAWS**

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement will be in accordance with Manatee County Code of Laws, Chapter 2-26.

**A.13 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the proposer is prohibited from delineating a separate line item in his proposal for any sales or service taxes. Nothing herein will affect the proposer's normal tax liability.

The successful proposer will be responsible for the payment of taxes of any kind and character including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations during the performance of the work. Nothing herein will affect the proposer's normal tax liability.

**A.14 SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000.00, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

At the time a company submits a proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1,000,000.00 or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**A.15 COLLUSION**

By offering a submission to this Request for Proposal, the Proposer certifies the Proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

**A.16 CODE OF ETHICS**

With respect to this proposal, if any proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to and from submitting any future bids or proposals to supply goods or services to Manatee County.

**A.17 PUBLIC ENTITY CRIMES**

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Proposer is to complete Attachment "B" and submit with your proposal.

**A.18 AMERICANS WITH DISABILITIES**

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

**A.19 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

**A.20 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE**

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

**A.21 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this RFP become "Public Records", and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the proposals shall be conducted at the public opening.

Based on the above, Owner will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a proposal.

If Owner rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until such time as Owner provides notice of an intended decision concerning the reissued solicitation or until Owner withdraws the reissued solicitation. A proposal is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

**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 OWNER'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, [debbie.scaccianoce@mymanatee.org](mailto:debbie.scaccianoce@mymanatee.org), Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.**



Pursuant to Florida Statutes 119.0701, to the extent CONTRACTOR is performing services on behalf of the COUNTY, contractor must:

- a. Keep and maintain public records required by public agency to perform the service.
- b. 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 Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. 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.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of 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 public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### **A.22 TRADE SECRETS**

Manatee County is subject to Chapter 119, Florida Statutes; therefore, all documents, materials, and data submitted to any solicitation as part of a Proposal are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials and data submitted in response to the Request for Proposal shall belong exclusively to the County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer shall provide an additional copy of the proposal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer on its Proposal, Proposer acknowledges and agrees:

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

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal document, line item and/or total proposal prices, the work, services, project, goods, and/or products to be provided by Proposer is not acceptable to the County and will result in a determination that the proposal is non-responsive; the classification as trade secret of any other portion of a proposal document may result in a determination that the proposal is non-responsive.

#### **A.23 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

(a) Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or leased to the County or any privately owned or leased property held by the County.

2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County.

3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to the County.

(b) Contractor/Vendor agrees that it shall not, as a result of a public records request or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Contractor/Vendor receives a request for such records, it shall immediately contact the County's designated Contract Manager who shall coordinate the County's response to the request. Notwithstanding the foregoing, the Contractor/Vendor may

1. Disclose or release Security System Plans to:

- (A) The property owner or leaseholder; or
- (B) Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County:

- (A) To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
- (B) To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by the County and is contractually bound by the Contractor/Vendor to comply with this Article/Section; or
- (C) Upon a showing of good cause before a court of competent jurisdiction.

(c) For purposes of this Article/Section, the term "Security System Plan" includes all:

1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
2. Threat assessments conducted by any agency or any private entity;
3. Threat response plans;
4. Emergency evacuation plans;
5. Sheltering arrangements; or
6. Manuals for security personnel, emergency equipment, or security training.

#### **A.24 E-VERIFY**

Prior to the employment of any person under this contract, the successful proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

**Only those individuals verified as eligible to work in the United States shall be employed under this contract.**

By submission of a proposal in response to this Request for Proposal, the successful proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

If County has reasonable objection to any subcontractor, the county may request the successful proposer to submit an acceptable substitute without an increase in contract sum or contract time.

If successful proposer declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified proposer that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful proposer declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful proposer shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

#### **END SECTION A**

## **SECTION B** **SCOPE OF SERVICES**

### **B.01 BACKGROUND INFORMATION**

Manatee County (County) offers a variety of insurance benefits under its IRS Section 125 plan to approximately 6,800 lives. The Board of County Commissioner's (BCC) Employee Health Benefits Division (EHB) administers benefits for the active employees, retirees, COBRA members and their eligible dependents of the BCC, Clerk of Circuit Court, Port Authority, Supervisor of Elections, Tax Collector, Metropolitan Planning Organization, Manatee Sheriff's Office, Housing Authority and Property Appraiser.

The current software was developed by a third party as custom software for the County as is described below. The system is not integrated with the current payroll systems. The desired software will be required to integrate with County's internal HR/Payroll system known as SunGuard ONESolution, County's Document Management solution known as OnBase, as well as external vendor systems such as Aetna, Hartford, Minnesota Life, Payflex and Towers Watson One Exchange Retiree platform.

It is critical for Proposers to understand some highly unique, yet effective plan and eligibility designs for the County's medical plan and for Proposers to be highly confident in their ability to successfully support this unique design. The following section describes this unique design and process.

Employees have essentially four (4) different health plan options to choose from with varying levels of reimbursement. Unlike most employers, all four (4) plan options are a Point of Service (POS) design with the same premium for all four (4) plan options. Additionally, there are no family plans with this employer group. All members are unique subscribers, but need to be "connected" in the system to show relationship and to send files to carriers (currently utilizing the Social Security Number of the Employee to align the members of the family). The County has four (4) tiers to their eligibility: Employee Only, Employee+Spouse, Employee+Child(ren) and Employee/Family.

The health plan is considered a gated plan where employees select their plan option prior to annual enrollment by virtue of the completion of various preventative care activities. This process is called the Qualifying Event (QE) process. Employees submit a signed physician form to verify the completion of their qualifying events.

The QE process is an annual process for current employees, but also does exist on a recurring monthly basis for new hires. New hires are automatically placed in a specific plan level and they have a period of six (6) months to engage in the QE process to upgrade their plan level. In other words, most new hires will have a plan level changed during the first six (6) months of coverage.

Annual enrollment is the employee's opportunity to add/drop dependents and other benefits and also to confirm what medical plan they will be placed in during the coming year based on the plan level they "qualified for" during the QE process. Employees are not given access to change their medical plan design during annual enrollment since that process has been completed earlier in the year as described above. It should be noted

that the majority of the employees and their dependents all fall into the same plan level once they have qualified.

The County is committed to this process, or similar as it is how they manage their wellness and incentive programs and how they drive employee behavior. It has proven to be a very effective model for this group, both financially and clinically.

With the current vendor, the administration of this Qualifying Event process is customized within the benefit administrative system for employees and the employer. However, County has determined that the process of incorporating the Qualifying Events into the benefit administrative system minimizes our opportunity to enhance the benefit administrative system due to the extreme customization. The County believes that managing the Qualifying Event process outside of the benefit administration system and submitting a file on a regular basis or accessing a drop down within the benefit administrative system, of the confirmed plan levels for employees and dependents, new and active, would open up the opportunity to enhance our service delivery and reporting capabilities.

In addition to the unique plan design, the County administers a robust incentive program (Healthbucks) where employees earn the opportunity to reduce tier medical premiums via engagement in wellness and health management programs. The County does not use a wellness vendor to support these programs, but employs on-site staff to engage and oversee this process. The current vendor uploads an excel file, that has been created by internal staff, into the annual enrollment platform, reflecting the annual incentive dollars. This allows the employee during annual enrollment to see the actual premium reduction once completing the annual enrollment process. This information is also submitted to the payroll vendor.

It should be noted that the data provided to the payroll system does not include plan level as the premium cost is the same for employees regardless of what plan level they and their family members have qualified for. The information sent to payroll is tied to the tier that the employee elected for coverage (Employee only, Employee+Spouse; Employee+Child(ren); Employee+Family) as well as the Healthbucks incentive dollars. The information submitted to the medical carrier includes plan level for each member of the family. The current benefit administrative system utilizes a custom naming convention developed by the current medical carrier to identify the following categories for the weekly feed to the carrier:

- Employee, Spouse, Child, Retiree, COBRA
- Agency
- Plan Level

The County provides a traditional dental plan, standard Life and LTD coverage and Flexible Spending Accounts.

## **B.02 GENERAL REQUIREMENTS**

To support this process, Proposers must confirm their ability to effectively support the following criteria including, but not limited to:

1. Proposer shall be able to support County eligibility where all members of the family can be placed in different plan levels yet are “connected” as a family unit. (The County connects employees to their dependents with the employee social security number) and be able to effectively send this information to the Administrative Services Only (ASO) carrier. The proposed system shall also be able to support an employee portal system where all family members are reflected with 1 employee log in. It will not be acceptable to require a separate log-in for all members of the family.
2. Proposer shall be able to place new hire's in a specific plan level upon initial eligibility and then allow the employer's benefit staff to input an alternative plan level after the completion of the Qualifying Events. The original effective date and the new plan level effective date should be maintained. The same administrative access should be allowed for the annual qualifying event process where the employer would directly input the plan level in the system when verifying the Qualifying Events or the system will accept a file feed of all the confirmed plan levels prior to annual enrollment.
3. The successful Proposer shall provide the required system for activation on or before March 1, 2017.
4. The proposed system must be able to create and maintain setup records for all benefits by agency, groups, benefit types, plans, schedules, effective dates, benefit descriptions, pre and post-tax, allow for variable employee and employer rates for each tier, actuarial or age based rates, allow for administrator definition of miscellaneous amounts versus standard amounts (not actuarial) custom fields with administrator-only options.
5. The proposed system shall integrate with multiple internal HR / payroll systems for employee payroll deduction of premiums and employer paid portions
6. The proposed system shall permit the uploading of supporting documents by the employee and benefits staff for dependent verification and store these documents.
7. The proposed system shall manage the content of benefit plan information and options, vendor links and documents for employee access via employee self-service portal.
8. The proposed system shall maintain security through user roles, secure data feeds and protocols.
9. The proposed system shall provide confirmation statement forms / statements for the enrollment period by email, printing or employee's portal. Statements will

clearly indicate which benefits are approved or pending administrator or vendor approval.

10. The proposed system shall provide standard, customizable and ad hoc reporting; as well as, flexible options for customizing screens, fields and options.
11. Reports shall be ran by the transactional history date range and effective date range.
12. The successful Proposer shall be available 24 hours, seven ( 7) days a week, 365 days per year and be web-based accessible.
13. The proposed system shall allow two-way data feeds with external vendors and must have full integration with other County internal software including (but not limited to) Microsoft Outlook, Sungard OneSolution, etc.
14. The proposed system shall have tracking functionality for the purposes of auditing transaction history by user.
15. The proposed system shall be able to determine eligibility start and end dates for each type of event and benefit.
16. The proposed system shall allow for special open enrollment options.
17. The proposed system shall allow County to manage different plan years for benefits.
18. The proposed system shall be able to mass auto-enroll employees for multiple benefit groups or single enroll and possess the ability to map employees with existing benefits to new benefits in plan years that change products or vendors.
19. The proposed system must be highly configurable to meet current and future needs without extensive costly software customization. This should optimize both the ability of the Proposer to provide long-term support and the flexibility to implement future upgrades and enhancements to the product.
20. The proposed system shall provide administrative override functionality.
21. The proposed system shall be able to calculate cost based on age and rules for certain benefit products. The employee should be provided with an estimate. Updates to age or salary should not impact the original premium calculation unless prompted (rules should allow for AS OF January 1<sup>st</sup> calculation).
22. The proposed system shall have capabilities of setting up min / max limits for Flex Spending Accounts as well as employer contribution rate. The system should provide the employee with a calculator tool. Manatee County is on a bi-weekly pay cycle, but benefit premiums are deducted 24 times per year.



23. The proposed system shall allow for display of wellness incentive program dollars (i.e. Health Bucks) and display to employee through the portal.

**END SECTION B**

## **SECTION C**

### **FORM OF PROPOSAL**

This section identifies specific information which must be contained within each proposal.

When preparing proposals for consideration, **separate by section** and **arrange with tabs** in the same order as listed herein and with the same subsection numbering and headings. For example; C.01.1. Licensing. C.01.2 Cover Page. C.01.3 General Qualifications, and so forth. Proposals organized in this manner will facilitate an expedient review.

The information each proposer provides will be used to determine those proposers with perceived ability to perform the scope of services as stated in this Request for Proposal which may best meet the overall needs of Manatee County. A review with those proposers reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to Manatee County. For more information, refer to Section D, Evaluation of Proposals.

#### **C.01 Forms**

Provide the completed and executed Attachments included in this Request for Proposal.

- a. Proposal Signature Form (Attachment A)
- b. Public Contracting and Environmental Crimes Certification (Attachment B)
- c. Joint Venture Agreement (Section A.08), if applicable

#### **C.02 GENERAL COMPANY INFORMATION**

C.02.1 Provide a **cover page**, general introductory statement and table of contents.

C.02.2 Provide a description of Proposers' **general qualifications** and the general qualifications for all parties to the Proposer. General qualifications shall include:

- Background and size including year of inception
- Organization structure and core competencies, including consideration of primary business
- Corporate location and contact information
- Physical location of where the work is performed
- Legal status
- Number of W-2 employees designated to the services requested in this RFP, specifically describing the number of W-2 programmers dedicated to the development of the proposed platform

- C.02.3 Has Proposer purchased or leased software or has it been internally developed? If purchased or leased, identify the vendor purchased from and when. Describe what was purchased or leased and how system customization occurs.
- C.02.4 What differentiates Proposer from the other competition?
- C.02.5 How long has Proposer been performing the services requested in this RFP and how many current clients utilize the proposed system requested in this RFP?
- Average Client Size
  - Largest Client Size
  - Smallest Client Size
  - Total number of employee lives on the proposed system
  - What is Proposer's target market?
- C.02.6 Provide evidence of financial stability, including annual cash flow, profitability and sufficient working capital.
- C.02.7 How many mergers and / or acquisitions has Proposer engaged in since inception? List the details of those activities including any upcoming mergers and/or acquisitions.

### **C.03 SYSTEM ARCHITECTURE**

- C.03.1 Describe how the proposed system will administer the eligibility and unique plan level architecture (potential for separate plans for each member of the family) as described in Section B – Scope of Services. Propose a solution to ensure County-approved plan levels from the Qualifying Event process and the confirmed Health Bucks are reflected as “read only” in the system in preparation for annual enrollment. Describe any system limitations.
- C.03.2 Describe how the proposed system manages the ongoing life event or work event changes. Confirm the proposed system can store electronic signatures and track member acceptance with time and date stamp.
- C.03.3 Confirm the proposed system is able to create pending future-dated transactions with future-dated triggers, including open enrollment selections as well as post-dated transactions.
- C.03.4 Confirm the proposed system is able to house and display current, prior history and future elections for benefit coverage, including plan levels, eligible and effective dates and viewable to employee and Benefits Administrator as well as available for printing information in a format that will allow a Life or LTD carrier to process a claim (e.g. a document that includes the employee's signature on enrollment changes).
- C.03.5 Confirm that the proposed system is able to retain all transactional history with user name and date reference.

- C.03.6 Confirm the proposed system has the functionality to alert the Benefit Administrator of all transactions that require approval (e.g. Enrollments, Employee address changes, family status changes, etc.).

#### **C.04 EMPLOYEE EXPERIENCE / DEPENDENT VERIFICATION**

- C.04.1 Describe Proposer's employee self-service experience in terms of features, configurability of content and branding. Confirm that the employee log-in will also reflect all covered dependents enrollment information and allow changes via that log-in.
- C.04.2 Confirm the proposed system automatically saves incomplete benefit elections for the employee to return to the system to complete at a later time.
- C.04.3 Describe the flow of an enrollment transaction that requires dependent verification. If the proposed system supports employees uploading documents related to enrollment, describe the format that the County will receive these documents if / when a contract termination occurs with the vendor.
- C.04.4 Confirm that the proposed system is able to track dependent eligibility specific to each dependent.
- C.04.5 Confirm the proposed system can allow for tracking of individual address for each dependent.

#### **C.05 EMPLOYER TOOLS / REPORTING**

- C.05.1 Does the proposed system provide Human Resource Administrators with the ability to impersonate or shadow a user? Does the proposed system allow for a notes section at the employee level for Human Resource Administrators?
- C.05.2 Confirm the proposed system's search functionality includes a search across all groups by multiple methods, including dependent's name.
- C.05.3 Does the proposed system provide a way to link / flag married employees?
- C.05.4 Describe Proposer's Affordable Care Act compliance tools, options and calculations, particularly focusing on eligibility (can an employee show as ineligible for medical and eligible for other benefits) and on the 1094 / 1095C processes / capabilities.
- C.05.5 Describe the proposed system's workflow or alerts to the administrator when a dependent nears age limits such as a member near age 65; dependent child near age 26 or 30; legal guardian near age 18, grandchild near age 18 months.

C.05.6 Describe the reporting capabilities/library available in the proposed system. Can the County build reports on a self-service basis? If not, what is the typical cost to build a report?

C.05.7 Confirm the proposed system's capability of reporting real-time as well as any historical point in time.

## **C.06 INTERFACES**

C.06.1 Describe the approach to carrier Electronic Data Interchange (EDI) feeds and confirm whether Proposer has worked with Aetna, Minnesota Life / Securian Life, Hartford and Payflex.

C.06.2 Describe any work Proposer has done with the SunGard IFAS system for HRIS and payroll feeds.

C.06.3 Are there carriers that Proposer cannot interface with? Payroll, Medical / Dental, Ancillary benefits? List those carriers.

C.06.4 How does Proposer ensure the integrity of all data interface exchanges?

## **C.07 COBRA ADMINISTRATION**

C.07.1 Manatee County typically has less than 20 members utilizing COBRA and the full administration of COBRA is managed in house currently. Describe Proposer's standard services provided under COBRA administration, ensuring to describe Proposer's administrative process, including qualifying event notices, billing, premium payments, eligibility confirmation, and coordination of benefits confirmation, disability extensions, conversions, cancellations and disbursement of premiums received.

C.07.2 Please provide any additional costs for COBRA administration.

## **C.08 SECURITY / BACK UP / DISASTER RECOVERY**

C.08.1 What is the proposed system's up-time commitment? Did Proposer experience any outages during the last year? How long was the outage and what was the reason for the outage?

C.08.2 Describe how data security is handled.

C.08.3 What is Proposer's Backup/Disaster Recovery Plan for system failure?

C.08.4 Where is the data housed?

C.08.5 What browsers does Proposer support? Internet Explorer 9? Google Chrome? Firefox? Please list all other and identify any software / browser programs that are not compatible with the proposed system (versions of

Adobe, etc.).

- C.08.6 Describe how different levels of authority can be programmed for Human Resource Administrators. Ensure to detail the level to which permissions can be authorized.

## **C.09 IMPLEMENTATION / TRAINING**

- C.09.1 Describe Proposer's approach to implementation, speaking to the inclusion of the ongoing Account Management Team in the Implementation process. Included should be a commitment to prepare, update and present a status spreadsheet weekly during the transition/implementation. Provide the names, titles, structure and responsibilities of the proposed account management and implementation teams.
- C.09.2 Provide an estimated implementation schedule for a fully approved March 1, 2017 implementation. The proposed implementation plan must include a plan for integration with SunGuard OneSoution payroll and HRIS system as well as all vendors associated with Manatee County (Aetna, Hartford, Securian / Minnesota Life, Towers Watson One Exchange (Retiree platform) and Payflex).
- C.09.3 How does Proposer ensure a successful implementation? What are the common obstacles to success?
- C.09.4 Describe the testing process that occurs during implementation.
- C.09.5 Describe the training your organization provides the County HR Administrators and employees to effectively utilize the system and include training costs, if applicable.

## **C.10 ACCOUNT MANAGEMENT**

- C.10.1 Describe Proposer's approach to account management / client support, including ongoing communication / meetings; issue resolution and escalation procedures.
- C.10.2 Describe Proposer's approach to change order management. Include some examples of change order costs.
- C.10.3 Describe the importance Proposer places on the Account Management Team aligning with the County's other vendors to create a fully operational and supportive system and process.
- C.10.4 Discuss the turnover statistics with Proposer Account Management Team.

**C.11 PERFORMANCE GUARANTEES**

- C.11.1 Describe the performance guarantees, the at-risk amount and the methodology of measurement of each guarantee Proposer is willing to put at risk to ensure a satisfied customer.
- C.11.2 Describe the outcome/effectiveness of Proposer's performance guarantees with other clients. If applicable, outline the specific performance guarantees that Proposer has not met for other clients.

**C.12 COSTS / CONTRACT**

- C.12.1 Please provide a copy of Proposer's standard client contract for the services described in this proposal.
- C.12.2 Confirm Proposer's willingness to agree to Manatee County "red-lining" the standard contract for custom language and expectations.
- C.12.3 Provide a detailed description of the services and applicable proposed costs / fees / credits associated with the scope of work. Include references to services that are part of the standard fee as well as services that are in addition to the standard fee and an estimate of those costs.

**END SECTION C**

## **SECTION D**

### **EVALUATION OF PROPOSALS**

#### **D.01 EVALUATION FACTORS**

Evaluation of proposals will be conducted by an evaluation committee. The evaluation committee's goal will be to identify the proposal(s) which will overall best meet the needs of Manatee County as determined from the proposals received and subsequent investigation by the County. The committee will consider the information requested in Section C for each responsive proposal submitted to ascertain the perceived ability of the proposer(s) to perform the scope of services as stated in this Request for Proposal. Once all proposals have been reviewed pursuant to the criterion in Section C, the evaluation committee will determine from the responses to this Request for Proposal and subsequent investigation as necessary, the proposer(s) most qualified to be recommended to negotiate an agreement.

Unless noted, no weight is assigned to the evaluation factors.

#### **D.02 REVIEW OF PROPOSERS AND PROPOSALS**

In-person reviews may be conducted with proposers who are deemed reasonably susceptible of being received for award for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the proposer, and (c) the proposal submitted.

Proposers will be available for presentations to and interviews with the evaluation committee, upon reasonable notification from the Purchasing Division. The date(s) and time(s) of any such presentations/interviews will be determined solely by County and may be closed to the public by the discretion of the Purchasing Official to the extent permitted by law.

#### **D.03 PRELIMINARY RANKING**

An evaluation committee will determine from the responses to this Request for Proposal and subsequent investigation as necessary, the proposer(s) most qualified to be selected to negotiate an agreement.

In its review, the evaluation committee may take some or all of the following actions:

- review responses pursuant to the evaluation factors stated herein;
- short list proposers;
- recommend oral interview/presentation/product demonstrations;
- recommend commencement of negotiations;
- recommend rejection of proposals received; and/or,
- receive written clarification of proposal.

The evaluation committee's overarching goal is to identify the proposal which will best meet the overall needs of Manatee County as determined from the proposals received and subsequent investigation by the County.



**D.04 RECOMMENDATION FOR NEGOTIATION**

The evaluation committee will make a recommendation to the County Administrator as to the proposer which Manatee County should enter into negotiations, if any. The County Administrator will act upon that recommendation and if accepted, the successful proposer will be invited to enter negotiations led by Manatee County Purchasing Division.

Manatee County will post the Intent to Negotiate in the same manner as the original RFP document was posted (refer to Section A.03) prior to commencing negotiations with the selected proposer(s).

**END SECTION D**

## **SECTION E** **NEGOTIATION OF THE AGREEMENT**

### **E.01 GENERAL**

The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.

Upon submission, all proposals become the property of Manatee County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.

All products and papers produced in the course of this solicitation and the envisioned engagement become the property of Manatee County.

### **E.02 AGREEMENT**

The selected proposer(s) will be required to negotiate an agreement in a form and with provisions acceptable to Manatee County.

Negotiated agreements may or may not include all elements of this Request for Proposal or the resulting successful proposal where alternative terms or conditions become more desirable to Manatee County, and the parties agree to such terms.

### **E.03 AWARD**

Award of an agreement is subject to the successful negotiations and the approval of either the County Administrator or the Board of County Commissioners (as provided for in the current Manatee County Procurement Code).

The parties will negotiate the terms and conditions of the agreement, which may or may not include renewal, assignment, termination, insurance, auditing or any other relevant contractual term and the circumstances in which it may be renewed, assigned or terminated.

## **END SECTION E**

## ATTACHMENT A

### PROPOSAL SIGNATURE FORM REQUEST FOR PROPOSAL 16-2732JE

The undersigned represents that:

- (1) by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the proposal are true and correct;
- (3) if the proposer is selected by County to negotiate an agreement, that the proposer's negotiators will negotiate in good faith to establish an agreement to provide the services as detailed in this Request for Proposal;
- (4) the proposer, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- (5) The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given. It is the responsibility of each proposer to determine if addenda were issued and to acknowledge receipt of same. The undersigned acknowledges receipt of the following addendum:

Addendum # \_\_\_\_\_ Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_

Print or type proposer's information below:

\_\_\_\_\_  
Name of Proposer

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Web Address

\_\_\_\_\_  
Print Name & Title of Authorized Officer

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

(Attach additional signatures, as appropriate)

## ATTACHMENT B

### PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

#### SWORN STATEMENT PURSUANT TO SECTION 2-26 ARTICLE V, MANATEE COUNTY PROCUREMENT CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Manatee County by \_\_\_\_\_  
[print individual's name and title]

For \_\_\_\_\_  
[name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among proposers or prospective proposers in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with

documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PURCHASING DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

\_\_\_\_\_  
[Signature]

STATE OF [FLORIDA]  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by\_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires\_\_\_\_\_.

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.