



Employee Benefits







RFP 2024-021 Group Life Insurance

**Standard Insurance Company
Local Office: 4300 W. Cypress Street, Suite 750
Tampa, FL 33607**

**Sales Rep: Jarod Hayer
Jarod.Hayer@standard.com
Office: (813) 878-0273
Cell: (813) 785-7822**

**Date of proposal: 07/19/2024
Effective date of coverage: 01/01/2025**



The City of Coral Gables

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CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
 Finance Department / Procurement Division
 Tel: 305-460-5102 / Fax: 305-261-1601

PROPOSER'S ACKNOWLEDGEMENT

RFP Title: Life Insurance with AD&D	Electronic submittals must be received prior to 2:00 p.m., Monday July 22, 2024, via INFOR and will remain valid for 120 calendar days. Submittals received after the specified date and time will not be accepted.
RFP No.: 2024-021 A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.	Contact: Neivy Garcia Title: Procurement Specialist Telephone: 305-460-5121 Email: ngarcia2@coralgables.com contracts@coralgables.com

Proposer Name: <u>Standard Insurance Company</u>	FEIN or SS Number: <u>93-0242990</u>
Complete Mailing Address: <u>1100 SW 6th Ave.</u> <u>Portland, OR 97204</u>	Telephone No.: <u>(813) 878-0273</u>
Indicate type of organization below: Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Cellular No.: <u>(813) 785-7822</u>
Bid Bond/Security Bond (if applicable) N/A	Fax No.: <u>(813) 879-2431</u>
	Email: <u>jarod.hayer@standard.com</u>

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED RFP FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE RESPONSE PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM PROPOSER NON-RESPONSIVE.

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFP DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFP DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RFP IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFP PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK**, ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

Kevin Erdahl 
 Authorized Name and Signature

AVP Underwriting
 Title

7/10/2024
 Date

SOLICITATION SUBMISSION CHECKLIST

Request for Proposals (RFP) No. 2024-021

COMPANY NAME: (Please Print): Standard Insurance Company
Phone: (813) 878-0273 Email: jarod.hayer@standard.com

A response package numbered by page must be submitted ELECTRONICALLY via INFOR. Please provide the PAGE NUMBER of your solicitation response in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

- 1) Title Page: Show the RFP number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. **PAGE #** 4
- 2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. **PAGE #** 5
- 3) Fill out, sign, and submit the Proposer's Acknowledgement Form. **PAGE #** 6
- 4) Fill out and submit the Solicitation Submission Check List. **PAGE #** 7
- 5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavit and Schedules A through H. **PAGE #** 10
- 6) Fill out, E-Verify Affidavit **PAGE #** 19
- 7) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. **PAGE #** 20
- 8) Fill out, Lobbyist Registration & Oral Presentation Forms **PAGE #** 22

SUBMITTAL - SECTION II: EXPERIENCE AND PROPOSER'S QUALIFICATIONS

(i) FOR PROPOSER:

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location, copy of applicable licenses/certifications, credentials, capabilities, and capacity to meet the City's needs. **PAGE #** 28
- 2) Describe the Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables. **PAGE #** 53
- 3) Provide Secure Financial Strength Rating from AM Best, with a minimum of A-. **PAGE #** 55

SUBMITTAL - SECTION III: PROJECT APPROACH AND METHODOLOGY

- 1) Describe in detail your approach to performing the services solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, implementation plan and communication with City staff and Consultants. Indicate how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP. **PAGE #** 58

- 2) Provide a detailed description of the service, including but not limited to:
 - a. Provide details of the Proposer's lack of restrictions or exclusions imposed. **PAGE #** 59

- 3) Provide a comprehensive description of your proposed ability to duplicate existing coverage for employees, retirees and dependents. **PAGE #** 60

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

- 1) Using the required Attachment A - Reference Form, provide a minimum of three (3) references (but no more than five (5) for which Proposer has performed similar scope of services in the last five (5) years. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference (City related experience will be outlined in the request below).** **PAGE #** 71

- 2) List all contracts for which the Proposer as performed (past and present) as a PRIME for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City. Any and all Proposer's performance records (satisfactory and unsatisfactory) will be utilized in the evaluation process regardless of the type of work performed for the city. **PAGE #** 74

- 3) Provide a list with contact information (Name of Agency, contact person, telephone number, email address) of all public sector clients in the last ten (10) years, and include if any, that have discontinued use of Proposer's services within the last two (2) years and indicate the reasons for the same. Additionally, please provide any documentation related to performance issues of the current or past contracts to include any non-performance reports or notices to cure. The list of projects shall include the name of the project, the value, date(s) of project, etc. The City reserves the right to contact any reference or current customer identified as part of the evaluation process. **PAGE #** 75

- 4) Please identify each incident within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP (See Affidavit D). **PAGE #** 76

SUBMITTAL – SECTION V: PROPOSAL PRICE PROPOSAL

- 1) Provide pricing in INFOR for rates for employees. **PAGE #** 80

- 2) Describe Proposer's Cost Guarantees including multi-year guarantees that can be applied for future rating periods. **PAGE #** 80

SUBMITTAL – SECTION VI: AGREEMENT COMMENTS/EXCEPTIONS

- 1) Please follow the instructions as outlined in Section 1.6 Agreement Execution. The acceptance of or any exceptions taken to the terms and conditions of the City's Agreement shall be considered a part of a Proposer's submittal and will be considered by the Evaluation Committee.

-- NOTICE --

BEFORE SUBMITTING YOUR RFP RESPONSE MAKE SURE YOU:

1. Carefully read and have a clear understanding of the RFP, including the Scope of Services and enclosed Professional Services Agreement (*draft*).
2. Carefully follow the Submission Requirements outlined in Section 6 of the RFP and ensure you have submitted all of the required information. **DO NOT INCLUDE A COPY OF THE ORIGINAL SOLICITATION.**
3. **Prepare and submit electronically via INFOR.**
4. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.

**APPENDIX C – PROPOSER’S AFFIDAVIT
INCLUDING SCHEDULES A THROUGH H**

PROPOSER'S AFFIDAVIT

SOLICITATION: RFP 2024- Group Life and AD&D Insurance

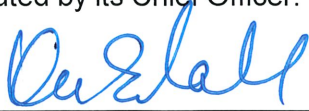
SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this solicitation and the referenced Schedules A through H shall be relied upon by Owner awarding the contract and such information is warranted by the Proposer to be true and correct. The discovery of any omission or misstatements that materially affects the Proposer's ability to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as (*Owner, Partner, Officer, Representative or Agent of the Proposer that has submitted the attached Response*). Schedules A through H are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – STATEMENT OF CERTIFICATION
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – PROPOSER'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA

This affidavit is to be furnished to the City of Coral Gables with its RFP response. It is to be filled in, executed by the Proposer and notarized. If the response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the response.

Kevin Erdahl



Authorized Name and Signature

AVP Underwriting

Title

7/10/2024

Date

STATE OF Oregon

COUNTY OF Multnomah

On this 10th day of July, 2024, before me the undersigned Notary Public of the State of Oregon, personally appeared Kevin Erdahl, AVP Underwriting
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

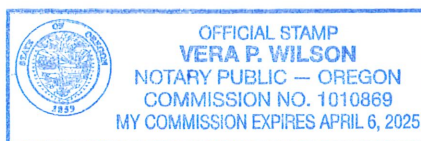
Vera P. Wilson
NOTARY PUBLIC, STATE OF Oregon

Vera P. Wilson
(Name of notary Public; Print, Stamp or Type as Commissioned.)

NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced Identification:

Corporate Badge
(Type of Identification Produced)



SCHEDULE "A" - CITY OF CORAL GABLES – STATEMENT OF CERTIFICATION

Neither I, nor the firm, hereby represented has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Proposer) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Proposer) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the Officer KEVIN ERDATH 
(Owner, Partner, Officer, Representative or Agent)

of the Proposer that has submitted the attached response.

- 2. He/she is fully informed with respect to the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- 3. Said response is made without any connection or common interest in the profits with any other persons making any response to this solicitation. Said response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Proposer's officers or employees are employed by the City, indicate name and relationship below.

Name: N/A Relationship: N/A

Name: N/A Relationship: N/A

- 4. No lobbyist or other Proposer is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" CITY OF CORAL GABLES – VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under solicitation 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 solicitation, 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 form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free work place program in accordance with State Statute 287.087

SCHEDULE "D" CITY OF CORAL GABLES – PROPOSER’S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

GENERAL COMPANY INFORMATION:

Company Name: Standard Insurance Company

Address: 1100 SW 6th Ave Portland OR 97204
Street City State Zip Code

Telephone No: (813) 878-0273 Fax No: (813) 879-2431 Email: jared.hayer@standard.com

How many years has your company been in business under its present name? 78 Years

If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:

N/A

Under what former names has your company operated? : Oregon Life Insurance Company

At what address was that company located? 1100 SW 6th Ave Portland OR 97204

Is your Company Certified? Yes Yes No ___ If Yes, **ATTACH COPY** of Certification.
Is your Company Licensed? Yes ___ No ___ If Yes, **ATTACH COPY** of License
Please see attached Florida Registration
Please see attached Florida Certificate of Authority

Has your company or its senior officers ever declared bankruptcy?
Yes ___ No X If yes, explain: _____

LEGAL INFORMATION:

Please identify each incident **within the last five (5) years** where a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer’s rights, remedies or duties under a contract for the same or similar type services to be provided under this RFQ **(A response is required. If applicable please indicate “none” or list specific information related to this question. Please be mindful that responses provided for this question will be independently verified)**:

Has your company ever been debarred or suspended from doing business with any government entity?

Yes ___ No X If Yes, explain _____

SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Must indicate which statement below applies.]**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

[Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this RFQ is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFQ, any associated addendum and Contract Documents within the contract time indicated in the RFQ and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal.

Addendum No. 1 Date 7/2/2024

Addendum No. _____ Date _____

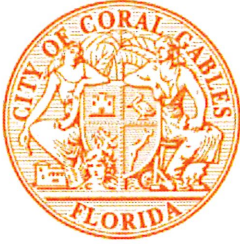
Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Failure to adhere to changes communicated via any addendum may render your response non-responsive.



City of Coral Gables
Finance Department/Procurement Division

Employer E-Verify Affidavit

By executing this affidavit, the undersigned employer verifies its compliance with F.S. 448.095, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095 which prohibits the employment, contracting or sub-contracting with an unauthorized alien. The undersigned employer further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request. Failure to comply with the requirements of F.S. 448.095 may result in termination of the employer's contract with the City of Coral Gables. Finally, the undersigned employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

37851
Federal Work Authorization User Identification Number
12/29/2006
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

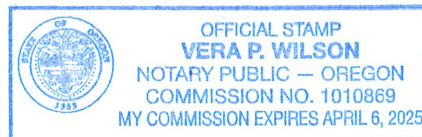
Executed on 7/19/2024 in Portland (city), Oregon (state).

Kevin Erdahl
Signature of Authorized Officer or Agent

Kevin Erdahl, AVP Underwriting
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 10th DAY OF July, 2024.

Vera P. Wilson
NOTARY PUBLIC
My Commission Expires:
4-6-2025



SECTION 3 – MINIMUM QUALIFICATION REQUIREMENTS

Request for Proposals (RFP) No. 2024-021

The following represent the minimum qualification requirements for a Proposer to be deemed responsive by the City, and Proposer shall satisfy each of the following minimum requirements cited below. Each of these minimum qualifications must be addressed in detail in its submittal to determine Proposer's responsiveness. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the submittal being deemed non-responsive.

Minimum Qualifications:

(A) PROPOSERS SHALL:

Using Attachment A – Reference Form, Demonstrate Items 1 And 2 Below:

- (1) Be regularly engaged in the business of providing goods and/or services similar in scope and size as described in the **“Scope of Services”** for a minimum of five (5) years. Bidder's ability to demonstrate the minimum of five (5) years shall be verified through bidder's references provided.

Confirmed. Standard Insurance Company was founded in 1906 as Oregon Life Insurance Company. It was the first life insurance company in the Pacific Northwest. In 1931, the company began promoting its bond portfolio of non-callable long-term bonds. The bonds paid returns of 4-5 percent through the worst years of the Great Depression. This provided rare financial security for investors.

As the company expanded, we gained recognition for our customer-centric approach, product quality and financial strength. In 1951, Standard Insurance Company wrote its first Group Life insurance policy. It is still in force today. This is a testament to our commitment to building lasting customer relationships.

The Standard is a nationally recognized provider of group Disability, Life, Dental and Vision insurance today. We have earned a national reputation for quality products and superior service.

AND

- (2) Provide a **minimum** of three (3) references for similar engagements satisfactorily performed in the last five (5) years. **All references must outline the specific dates when the service(s) were provided and cover the full minimum number of years of experience as stated above.**

At least one (1) of the references' start date **must** cover the five (5) year period from the issuance of this solicitation.

Confirmed. Please see attached reference form.

NOTE: References MUST respond with information to document that this requirement is fulfilled. It is solely the proposer's responsibility to list client references that will respond to the verification process and to follow to ensure the documentation is provided in a timely manner.

- (3) Bidder must be licensed to do business as an insurance company in the State of Florida. Provide proof that you are registered or that an application to do business as an insurance company was submitted to the Florida Office of Insurance Regulation (FLOIR) and approval was granted. Please include the types of insurance you have the authority to underwrite and that your authority is current (has not expired). Requirement shall be verified thru submittal of current insurance business license; proof of approval and that underwriting authority is current from the FLOIR.

[Please see attached Florida Certificate of Authority.](#)

- (4) Bidder or any Principal of the Bidder shall not have been party to any bankruptcy proceeding within the last five (5) years.). Requirement shall be verified thru submittal of current D&B Report or alternate method of proving solvency within the last five (5) years.

[Confirmed](#)

- (5) Provide active certificate/license to prove a minimum financial strength rating of "A-" or equivalent from AM Best.

[As of 7/2024, our A.M. Best rating is A, "Excellent".](#)

The following represent the general qualification(s) required by the successful Proposer prior to final award or contract execution:

General Qualifications:

(A) PROPOSERS WILL:

- (1) Provide proof of active status or documentation evidencing Proposer is currently seeking active status with the Florida Department of State, Division of Corporation. **Submittals:** Current Florida Department of State, Division of Corporation certificate or equivalent document.

[Please see attached Florida Certificate of Authority.](#)

CITY OF CORAL GABLES
FINANCE DEPARTMENT/PROCUREMENT DIVISION
LOBBYIST REGISTRATION FORM

SOLICITATION NAME/NUMBER: Group Life Insurance / RFP 2024-021

The Bidder/Proposer certifies that it understands if it has retained a lobbyist(s) to lobby in connection with this specific competitive solicitation that each lobbyist retained has timely filed the registration or amended registration required under the City of Coral Gables Lobbyist Registration requirement pursuant to Ordinance 2021-24 as outlined below:

Lobbyist means an individual, firm, corporation, partnership, or other legal entity employed or retained, whether paid or not, by a principal, or that contracts with a third-party for economic consideration to perform lobbying activities on behalf of a principal.

Lobbying activity means any attempt to influence or encourage the passage or defeat of, or modification to, governmental actions, including, but not limited to, ordinances, resolutions, rules, regulations, executive orders, and procurement actions or decisions of the city commission, the mayor, any city board or committee, or any city personnel. The term "lobbying activity" encompasses all forms of communication, whether oral, written, or electronic, during the entire decision-making process on actions, decisions, or recommendations which foreseeably will be heard or reviewed by city personnel. This definition shall be subject to the exceptions stated below.

Procurement matter means the city's processes for the purchase of goods and services, including, but not limited to, processes related to the acquisition of: technology; public works; design services; construction, professional architecture, engineering, landscape architecture, land surveying, and mapping services; the purchase, lease or sale of real property; and the acquisition, granting, or other interest in real property.

City personnel means those city officials, officers and employees who are entrusted with the day-to-day policy setting, operation, and management of certain defined city functions or areas of responsibility, even though ultimate responsibility for such functions or areas rests with the city commission, with the exception of the City Attorney, Deputy City Attorney, and Assistant City Attorneys, advisory personnel (members of city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission); and any employee of a city department or division with the authority to participate in procurement matters, when the communication involves such procurement.

Affidavit requirement. The following provisions shall apply to certain individuals who, in procurement matters participate in oral presentations or recorded negotiation meetings and sessions:

- a. The principal shall list on an affidavit form, provided by the City, all technical experts or employees of the principal whose normal scope of employment does not include lobbying activities and whose sole participation in the city procurement matter involves an appearance and participation in a city procurement matter involves an appearance and participation in an oral presentation before a city certification, evaluation, selection, technical review or similar committee, or recorded negotiation meetings or sessions.
- b. No person shall appear before any procurement committee or at any procurement negotiation meeting or session on behalf of a principal unless he/she has been listed as part of the principal's presentation or negotiation team or has registered as a lobbyist. For purposes of this subsection only, the listed members of the oral presentation or negotiation team shall not be required to separately register as lobbyists or pay any registration fees. The affidavit will be filed by the city procurement staff with the city clerk at the after the proposal is submitted or prior to the recorded negotiation meeting or session. Notwithstanding the foregoing, any person who engages in lobbying activities in addition to appearing before a procurement committee to make an oral presentation, or at a recorded procurement negotiation meeting or session, shall comply with all lobbyist registration requirements.

The Bidder/Proposer hereby certifies that: (select one)

It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if one is retained anytime during the competitive process and prior to contract execution for this project, the lobbyist will properly register with the City Clerk's Office within two (2) business days of being retained with copy to the city procurement staff.

It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under the City of Coral Gables

CITY OF CORAL GABLES
FINANCE DEPARTMENT/PROCUREMENT DIVISION
LOBBYIST REGISTRATION FORM

Lobbyist Registration requirement pursuant to Ordinance 2021-24 Section and that the required affidavit has been properly filed


It is a requirement of this solicitation that the following information be provided for all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist: N/A
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Name of Lobbyist: N/A
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Name of Lobbyist: N/A
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Name of Lobbyist: N/A
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Authorized Signature: 
Printed Name: Kevin Erdahl
Date: 7/10/2024
Title: AVP Underwriting
Bidder/Proposer Name: Standard Insurance Company

CITY OF CORAL GABLES
FINANCE DEPARTMENT/PROCUREMENT DIVISION

LOBBYIST AFFIDAVIT

Solicitation Name/Number: Group Life Insurance / RFP 2024-021

The following provisions shall apply to certain individuals who, in procurement matters participate in oral presentations or recorded responsiveness, responsibility or negotiation meetings and sessions:

a. The principal shall list below all technical experts or employees of the principal whose normal scope of employment does not include lobbying activities and whose sole participation in the city procurement matter involves an appearance and participation in an oral presentation before an evaluation, selection, technical review or similar committee, or recorded responsiveness, responsibility or negotiation meetings or sessions.

b. No person shall appear before any procurement committee or at any procurement responsiveness, responsibility or negotiation meeting or session on behalf of a principal unless he/she has been listed as part of the principal's team pursuant to this affidavit or has registered as a lobbyist. For purposes affidavit only, the listed members of the oral presentation or negotiation team shall not be required to separately register as lobbyists or pay any registration fees.

This affidavit will be provided by the city procurement staff to the city clerk after the proposal is submitted or prior to the oral presentation. Any changes after the original affidavit is submitted by the proposer and prior to the oral presentations, an updated copy shall be presented to the Procurement Division and the City Clerk at least twenty-four (24) hours prior scheduled time for the oral presentation session. Notwithstanding the foregoing, any person who engages in lobbying activities in addition to appearing before a procurement committee to make an oral presentation, or at a recorded procurement negotiation meeting or session, shall comply with all lobbyist registration requirements.

List of employees & technical experts:

NAME	TITLE	ROLE	COMPANY/FIRM
Jarod Hayer	Sr. Employee Benefits Consultant	Sales Representative	Standard Insurance Company
Alison Brogan	Account Manager	Account Manager	Standard Insurance Company

CITY OF CORAL GABLES
FINANCE DEPARTMENT/PROCUREMENT DIVISION

LOBBYIST AFFIDAVIT

I do solemnly swear that all of the foregoing information is true and correct and I will fully comply with requirements of this affidavit and the associated City of Coral Gables Lobbyist Registration requirement pursuant to Ordinance 2021-24 Section.

Authorized Signature: *Kevin Erdahl*

Printed Name: Kevin Erdahl Title: AVP Underwriting

Date: 7/10/2024

Bidder/Proposer's Name: Standard Insurance Company

NOTARY PUBLIC

STATE OF Oregon

COUNTY OF Multnomah

On this 10th day of July, 2024, before me the undersigned Notary Public of the State of Oregon, personally appeared Kevin Erdahl (Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

Vera P. Wilson

NOTARY PUBLIC, STATE OF Oregon

Vera P. Wilson (Name of notary Public; Print, Stamp or Type as Commissioned.)

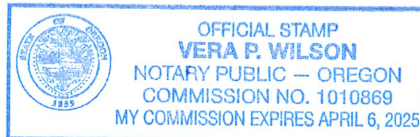
SEAL OF OFFICE:

Personally know to me, or Produced

Identification:

Corporate Badge

(Type of Identification Produced)







Standard Insurance Company – Company Information

Standard Insurance Company was founded in 1906 as Oregon Life Insurance Company. It was the first life insurance company in the Pacific Northwest. In 1931, the company began promoting its bond portfolio of non-callable long-term bonds. The bonds paid returns of 4-5 percent through the worst years of the Great Depression. This provided rare financial security for investors.

As the company expanded, we gained recognition for our customer-centric approach, product quality and financial strength. In 1951, Standard Insurance Company wrote its first Group Life insurance policy. It is still in force today. This is a testament to our commitment to building lasting customer relationships.

The Standard is a nationally recognized provider of group Disability, Life, Dental and Vision insurance today. We have earned a national reputation for quality products and superior service.

For billing and administrative questions, the customer service office is in Lincoln, Nebraska; this is the same location as the claim's office. All member customer service and claims processing is performed from our offices in Lincoln, Nebraska, and San Antonio, Texas.

The Standard currently has 2,551 total employees. Our Florida Certificate of Authority and Florida Registration have been attached.

Standard Insurance Company –
Company Information

FLORIDA OFFICE OF INSURANCE REGULATION

STANDARD 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 LIFE AND HEALTH INSURER CERTIFICATE OF AUTHORITY and remains subject to the laws of Florida.

Original Issuance: 01/19/1988

Replacement Issuance: Monday, May 13, 2019

No. 19 - 930242990



David Altmaier

David Altmaier
Commissioner
Office of Insurance Regulation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crystal IBC, LLC 560 Mission St., 6th Floor San Francisco CA 94105	CONTACT NAME: Heather Shoemaker Williams PHONE (A/C No. Ext): 628 502 2836 E-MAIL ADDRESS: Heather.shoemaker@alliant.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
License#: 0C36861 STANFIN-01	INSURER A: Atlantic Specialty Insurance C	NAIC # 27154
INSURED StanCorp Financial Group, Inc. (See Additional Named Insureds Below) 1100 SW Sixth Avenue Portland OR 97204	INSURER B: Sentry Insurance Company	24988
	INSURER C: Underwriters at Lloyds Brit Sy	0
	INSURER D: AIG Specialty Insurance Compan	26883
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 430392371

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	712-00-77-55-0017	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	712-00-77-55-0017	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			712-00-77-55-0017	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		9016876001 9016876002	7/1/2024 7/1/2024	7/1/2025 7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
		N/A					E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D C	Professional Liability Privacy/Cyber Liability			01-364-81-65 CYUSA2401398	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Limit Limit	\$5,000,000 \$5,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds: StanCorp Financial Group, Inc.; Standard Insurance Company; The Standard Life Insurance Company of New York; StanCorp Equities, Inc.; StanCorp Investment Advisers, Inc.; StanCorp Mortgage Investors, LLC; Standard Management, Inc.; Standard Retirement Services, Inc.; StanCorp Real Estate, LLC; StanCorp Insurance Company Inc.; Standard Insurance Company Continuing Health & Wealth Benefits Trust; StanCorp Mortgage Investors Pass-through, LLC

As Required by Written Contract -

City of Coral Gables is included as additional insureds under the General Liability and Automobile Liability as their interest may appear. General Liability and Automobile Liability applies on a primary and non-contributory basis. Waiver of Subrogation applies to General Liability, Automobile Liability and Workers' See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Coral Gables Insurance Compliance P.O. Box 100085 -CE Duluth GA 30096	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Crystal IBC, LLC		NAMED INSURED StanCorp Financial Group, Inc. (See Additional Named Insureds Below) 1100 SW Sixth Avenue Portland OR 97204	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(This area is currently blank)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Compensation policies. 30 days notice of cancellation applies, except non payment of premium which is 10 days, in accordance with the terms and conditions of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM GENERAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p>A. Section I – Coverages</p> <ol style="list-style-type: none"> 1. Expected or Intended Injury (Property Damage) 2. Non-Owned Aircraft and Watercraft Under 55 Feet 3. Alienated Premises 4. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators 5. Personal and Advertising Injury <ol style="list-style-type: none"> a. Non-Employment Related Discrimination b. Limited Contractual Liability Coverage 6. Medical Payments – Increased Limits and Time Period 7. Product Recall Expense Coverage 8. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings <p>B. Section II – Who is an Insured</p> <ol style="list-style-type: none"> 1. Broadened Named Insured 2. Additional Insured – Broad Form Vendor 3. Additional Insured – Written Contract, Agreement, Permit or Authorization 	<ol style="list-style-type: none"> 4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics 5. User of Covered Watercraft 6. Newly Acquired or Formed Organizations <p>C. Section III – Limits of Insurance – Aggregate Limit Per Location</p> <p>D. Section IV – Commercial General Liability Conditions</p> <ol style="list-style-type: none"> 1. Duties in Event of Occurrence, Offense, Claim or Suit 2. Waiver of Subrogation When Required by Written Contract or Agreement <p>E. Section V – Definitions</p> <ol style="list-style-type: none"> 1. Bodily Injury – Includes Mental Anguish 2. Coverage Territory – Worldwide 3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight
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A. Section I – Coverages

1. Expected or Intended Injury (Property Damage)

The following is added to Exclusion 2.a. **Expected Or Intended Injury** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

This exclusion does not apply to “property damage” resulting from the use of reasonable force to protect persons or property.

2. Non-Owned Aircraft and Watercraft Under 55 Feet

a. The following is added to Exclusion 2.g. **Aircraft, Auto or Watercraft** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

This exclusion does not apply to an aircraft that is:

- (a) Hired, chartered or loaned with a paid crew; and
- (b) Not owned by any insured.

b. The following replaces Exclusion 2.g.(2)(a) of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

- (a) Less than 55 feet long; and

- c. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for aircraft or watercraft not owned by any insured, whether such insurance is primary, excess, contingent or on any other basis.

3. Alienated Premises

The following replaces Exclusion **2.j.(2)** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises and occurs from hazards that were known to you, or should have been known to you, at the time the property was transferred or abandoned;

4. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators

- a. The following is added to Exclusion **2.j. Damage To Property** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

Paragraph **(1)** of this exclusion does not apply to “property damage” to real property you rent or temporarily occupy with permission of the owner.

Paragraph **(4)** of this exclusion does not apply to “property damage” to equipment you borrow while at a job site if the equipment is not being used by anyone to perform work or operations at the time of loss.

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to “property damage” arising out of the use of elevators at premises you own, rent, lease or occupy.

- b. The following replaces Paragraph **6.** of **Section III – Limits Of Insurance**:

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises while rented to you or occupied by you with permission of the owner. If a Damage to Premises Rented to You Limit is not shown in the Declarations, that Limit will be \$500,000.

- c. The following is added to Paragraph **b.(1)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for real property you rent or temporarily occupy with the permission of the owner, borrowed equipment or use of elevators, whether such insurance is primary, excess, contingent or on any other basis.

5. Personal and Advertising Injury

- a. **Non-Employment Related Discrimination**

The following is added to the Paragraph **14.** “personal and advertising injury” of **Section V – Definitions**, but only if Coverage **B** is not otherwise excluded by the provisions of this Coverage Part or any endorsement:

“Personal and advertising injury” includes injury, including consequential “bodily injury”, arising out of discrimination because of race, color, creed, national origin, age, sex or physical disability, where such insurance is not prohibited by law, but only if the discrimination is:

- (1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any “executive officer”, director, stockholder, partner, member, manager or “employee”; and

- (2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person by any insured.

This insurance afforded for discrimination does not apply to fines or penalties, or that portion of any award or judgment resulting from the multiplied portion of any damages under state or federal law.

b. Limited Contractual Liability Coverage

The following is added to Exclusion **2.e. Contractual Liability** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

This exclusion does not apply to liability for damages assumed in a written contract or agreement if the liability assumed pertains to your business and is the tort liability (meaning liability that would be imposed by law in the absence of contract or agreement) of another party to pay for "personal and advertising injury" to a third person or organization, provided the "personal and advertising injury":

- (1) Occurs after the execution of the contract or agreement; and
- (2) Arises out of the offense of false arrest, detention or imprisonment.

6. Medical Payments – Increased Limits and Time Period

The following provisions are modified only if Coverage **C** is not otherwise excluded by the provisions of this Coverage Part or any endorsement.

a. The following replaces Paragraph **a.(3)(b)** in Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. The following is added to Paragraph **7.** of **Section III – Limits Of Insurance**:

The Medical Expenses Limit for Coverage **C** is the greater of \$15,000 per person or the amount shown in the Declarations.

7. Product Recall Expense Coverage

a. The following is added to **Section I – Coverages**:

Product Recall Expense Schedule	
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$1,000
The limits and deductible in this Schedule apply to Product Recall Expense Coverage unless other amounts are shown in the Declarations.	

PRODUCT RECALL EXPENSE COVERAGE

We will pay "product recall expense" incurred by you or on your behalf for a "covered recall" to which this insurance applies. This insurance applies to "product recall expense" for a "covered recall" that takes place in the "coverage territory" and during the policy period. The amount we will pay for "product recall expense" is limited as described in **Section III – Limits Of Insurance**.

We will only pay the amount of "product recall expense" in excess of the Each Product Recall Deductible shown in the Schedule above. You must pay the Each Product Recall Deductible for each "covered recall" that is initiated.

b. The following is added to **Section III – Limits Of Insurance**:

The Product Recall Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all "product recall expense" incurred for all "covered recalls" initiated during the policy period.

Subject to the Product Recall Aggregate Limit, the Each Product Recall Limit shown in the Schedule above is the most we will pay for all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.

c. The following is added **Section IV – Commercial General Liability Conditions**:

Duties In The Event Of "Covered Recall"

- 1. You must report a "covered recall" to us as soon as practicable and no later than 30 days after you discover or are made aware of such recall.
- 2. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. You must see to it that the following are done as soon as practicable after an actual or anticipated "covered recall" that may result in "product recall expense":
 - (a) Give us notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall;
 - (b) Cease any further release, shipment, consignment or any other method of distribution of such product, as well as any similar products, until it has been determined that all such products are free from defects that could result in "product recall expense";
 - (c) As often as may be reasonably required, permit us to:
 - (1) Inspect "your product" and take damaged and undamaged samples of "your products" for inspection, testing and analysis; and
 - (2) Examine and make copies from your books and records;
 - (d) Within 60 days of our request and providing you the necessary forms, send us a signed, sworn proof of loss containing the information we request to settle the claim; and
 - (e) Permit us to examine any insured under oath, while not in the presence of any other insured, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. An insured's answers to the examination must be signed.

d. The following are added to **Section V – Definitions**:

"Covered recall" means a recall of "your product" made necessary because the insured or a government entity has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in, or will result in, "bodily injury" or "property damage".

"Product recall expense":

- a. Means the following necessary and reasonable extra expenses incurred by you or on your behalf exclusively for the purpose of recalling "your product":
 - (1) Expenses for communications, including broadcast announcements or printed "advertisements" and associated stationery, envelopes and postage;
 - (2) Expenses for shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Expenses for overtime paid to your regular non-salaried "employees";
 - (4) Expenses for hiring "temporary workers";
 - (5) Expenses incurred by "employees", including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space; or
 - (7) Expenses for proper disposal of "your product" if the disposal is necessary to avoid "bodily injury" or "property damage" and is other than regularly used to discard, trash or dispose of "your product".
- b. Does not include the following:
 - (1) Damages, fines or penalties;
 - (2) Defense expenses;
 - (3) The cost of regaining your market share, goodwill, revenue or profit; or
 - (4) Any expenses resulting from:
 - (a) Failure of any product to accomplish its intended purpose;
 - (b) Breach of warranties of fitness, quality, durability or performance;
 - (c) Loss of customer approval, or any cost incurred to regain customer approval;
 - (d) Redistribution or replacement of "your product" that was recalled with like products or substitutes;
 - (e) The insured's caprice or whim;

- (f) A condition any insured knew, or had reason to know, of at the inception of this insurance that was likely to cause loss; or
- (g) Recall of “your products” that have no known or suspected defect solely because a known or suspected defect in another of “your products” has been found.

8. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings

The following replaces Paragraphs 1.b. and 1.d. of **Supplementary Payments – Coverages A and B** in **Section I – Coverages**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

B. Section II – Who is an Insured

1. Broadened Named Insured

Section II – Who Is An Insured is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

2. Additional Insured – Broad Form Vendor

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as “vendor”) with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to “bodily injury” or “property damage” arising out of “your products” that are distributed or sold in the regular course of the vendor’s business. But none of these vendors are an additional insured:

- (1) If the “products-completed operations hazard” is excluded under the Coverage Part or by endorsement;
- (2) If the vendor is a person or organization from whom you have acquired the products, or any ingredient, part or container entering into, accompanying or containing those products;
- (3) For “bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless that the vendor would have otherwise been liable for such “bodily injury” or “property damage” in the absence of that contract or agreement; or
- (4) For “bodily injury” or “property damage” caused by or arising out of:
 - (a) Any express warranty not authorized by you;
 - (b) Any physical or chemical change in the product made intentionally by the vendor;
 - (c) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (d) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (e) Operations to demonstrate, install, service or repair, except those operations performed at the vendor’s premises in connection with the sale of the product;
 - (f) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (g) The sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf, unless such act or omission is:
 - (i) In the course of repackaging “your products” in the original container after unpacking solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer;

- (ii) A demonstration, installation, servicing or repair operation of “your products” performed at the vendor’s premises in connection with the sale of the product; or
 - (iii) An inspection, adjustment, test or servicing of “your products” the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. The insurance afforded to such vendor under Paragraph a. above:
 - (1) Applies only to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the contract or agreement to provide to such vendor.
- c. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of a vendor that qualifies as an additional insured is the amount of insurance:

 - a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

3. Additional Insured – Written Contract, Agreement, Permit or Authorization

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance but only with respect to liability for injury or damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf for:
 - (1) “Bodily injury”, “property damage” or “personal and advertising injury” in the performance of your ongoing operations, and only until your operations are completed, for such person or organization at the location designated in the contract, agreement, permit or authorization;
 - (2) “Bodily injury”, “property damage” or “personal and advertising injury” in the maintenance, operation or use of equipment leased to you by such person or organization; or
 - (3) “Bodily injury”, “property damage” or “personal and advertising injury” in connection with premises you own, rent, lease or occupy.
- b. The insurance afforded to an additional insured under Paragraph a. above does not apply:
 - (1) Unless:
 - (a) The contract or agreement is executed, or the permit or authorization is issued, before the “bodily injury”, “property damage” or “personal and advertising injury” occurs; and
 - (b) The contract, agreement, permit or authorization is in effect or becomes effective during the policy period.
 - (2) To any:
 - (a) Person or organization included as an insured under any other provision of this policy, including this or any other endorsement;
 - (b) Lessor of equipment after the equipment lease terminates or expires;
 - (c) Owner or other interests from whom land has been leased;
 - (d) Manager or lessor of premises if:
 - (i) The “occurrence” takes place after you cease to be a tenant in that premises; or
 - (ii) The “bodily injury”, “property damage” or “personal and advertising injury” arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor;
 - (e) Person or organization if the “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or the failure to render any professional architectural, engineering or surveying services; or

(f) “Bodily injury” or “property damage” occurring after:

(i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or

(ii) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. The insurance afforded to an additional insured under Paragraph a. above:

(1) Applies only to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such additional insured.

d. With respect to the insurance afforded to an additional insured under Paragraph a. above, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract, agreement, permit or authorization; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

4. **Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics**

a. The following is added to Paragraph 2.a.(1)(d) of **Section II – Who Is An Insured**:

But an “employee” or “volunteer worker” employed or volunteering as a physician, dentist, nurse, emergency medical technician or paramedic is an insured if you are not engaged in the business or occupation of providing professional health care services.

b. The following is added to Paragraph b.(1) in Paragraph 4. **Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured for coverage for insured “employee” or volunteer worker who is a physician, dentist, nurse, emergency medical technician or paramedic, whether such insurance is primary, excess, contingent or on any other basis.

5. **User of Covered Watercraft**

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who uses, or is responsible for the use of, a watercraft covered by this policy if the use is with your express or implied consent. But no such person or organization is an insured with respect to:

a. “Bodily injury” to that person’s or organization’s “employee”; or

b. “Property damage” to property:

(1) Owned, occupied or used by; or

(2) In the care, custody or control of, rented to or over which physical control is being exercised for any purpose by;

that person or organization.

- b. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured for use of, or responsibility for use of, a watercraft covered by this policy, whether such insurance is primary, excess, contingent or on any other basis.

6. Newly Acquired or Formed Organizations

The following replaces Paragraph **3.a.** of **Section II – Who Is An Insured**:

- a. Coverage under this provision is afforded only until the end of the policy period;

C. Section III – Limits of Insurance – Aggregate Limit Per Location

The following is added to Paragraph **2.** of **Section III – Limits Of Insurance**:

The General Aggregate Limit applies separately to each “location” of yours. As used in this provision, “location” means premises you own, rent or lease involving the same or connecting lots, or whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

D. Section IV – Commercial General Liability Conditions

1. Duties in the Event of Occurrence, Offense, Claim or Suit

The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**:

The requirements that you must notify us of an “occurrence”, offense, claim or “suit”, or send us documents concerning a claim or “suit”, apply only if the “occurrence”, offense, claim or “suit” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An “executive officer” or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an “occurrence” or an offense that may result in a claim does not apply if you report the “occurrence” or offense to your workers’ compensation insurer and that “occurrence” or offense later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an “occurrence” or offense is a liability claim rather than a workers’ compensation claim, you must comply with all parts of Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**.

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **Section IV – Commercial General Liability Conditions**:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” included within the “products-completed operations hazard” if the operations or work is done under a written contract or agreement with that person or organization, but only if the contract or agreement is executed before the “bodily injury” or “property damage” occurs and requires you to waive your rights of recovery.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph **3.** of **Section V – Definitions**:

“Bodily injury” includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Coverage Territory – Worldwide

The following replaces Paragraph **4.** of **Section V – Definitions**:

4. “Coverage territory” means anywhere other than a country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America. But the insured’s responsibility to pay damages must be determined in a settlement we agree to or in a “suit” on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight

The following is added after Paragraph **12.f.(1)** of **Section V – Definitions**:

But a self-propelled vehicle of less than 1,000 pounds gross vehicle weight that is maintained primarily for purposes other than transportation of persons or cargo with permanently attached equipment for snow removal, road maintenance (other than construction or resurfacing) or street cleaning will be considered “mobile equipment” and not an “auto”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM AUTOMOBILE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p>A. Drive Other Car Coverage – Executive Officers and Certain Individuals</p> <p>B. Section II – Covered Autos Liability Coverage</p> <ol style="list-style-type: none"> 1. Additional Insured – Written Contract, Agreement, Permit or Authorization 2. Broadened Named Insured 3. Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage) 4. Newly Acquired or Formed Organizations 5. Supplementary Payments – Bail Bonds and Loss of Earnings <p>C. Section III – Physical Damage Coverage</p> <ol style="list-style-type: none"> 1. Hired Auto Physical Damage Coverage 2. Towing – Any Covered Autos 3. Transportation Expenses Increased 	<ol style="list-style-type: none"> 4. Loss of Use Expenses Increased 5. Other Coverage Extensions <ol style="list-style-type: none"> a. Airbag Discharge b. Auto Theft Reward c. Loan/Lease Gap Coverage d. Rental Reimbursement 6. Diminution in Value 7. Communications Equipment 8. Deductible Waived For Glass Repair <p>D. Section IV – Business Auto Conditions</p> <ol style="list-style-type: none"> 1. Duties in Event of Accident, Claim, Suit or Loss 2. Waiver of Subrogation When Required by Written Contract or Agreement <p>E. Section V – Definitions</p> <ol style="list-style-type: none"> 1. Bodily Injury – Includes Mental Anguish 2. Executive Officer
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A. Drive Other Car Coverage – Executive Officers and Certain Individuals

1. The following is added to **Section I – Covered Autos**:

Drive Other Car Coverage

- a. For Covered Autos Liability Coverage and Physical Damage Coverage, “autos” in the care, custody or control of an “insured” described in Paragraph 2. below, which you do not own, hire, lease or borrow, are covered “autos”. But this does not include any “auto”:
 - (1) Owned by any “insured” described in Paragraph 2. below, or any member of their household, including any “auto” that is owned but not insured;
 - (2) Used by an “insured” described in Paragraph 2. below while working in the business of selling, servicing, repairing or parking autos; or
 - (3) Insured or covered under another policy.
- b. If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are provided by this policy, then an “insured” described in Paragraph 2. below, and their family members residing in the same household, are “insureds” while:
 - (1) Occupying as a passenger; or
 - (2) A pedestrian when struck by;

any “auto” you do not own, hire, lease or borrow, except an “auto” owned by an “insured” described in Paragraph 2. below or members of their household, or an “auto” insured or covered under any other policy.

2. With respect to Drive Other Car Coverage only, Paragraph **A.1. Who is an Insured of Section II – Liability Coverage** is amended to include as an “insured” the following:

If you are designated in the Declarations as:

- a. An individual, you and your spouse.
- b. A partnership, your partners and their spouses.
- c. An organization other than an individual or a partnership, your “executive officers” and their spouses.

3. **Limit of Insurance and Deductible**

The most we will pay for Drive Other Car Coverage is the single highest Limit of Insurance for the applicable coverage for an “auto” you own. The Deductible for Drive Other Car Coverage is the largest Deductible for the applicable coverage for an “auto” you own.

4. **Other Insurance**

Regardless of the existence of other insurance or Paragraph **B.5. Other Insurance of Section IV – Business Auto Conditions**, Drive Other Car Coverage is primary.

B. Section II – Covered Autos Liability Coverage

1. **Additional Insured – Written Contract, Agreement, Permit or Authorization**

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an additional “insured” any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance such as is afforded under this Coverage Form but only with respect to liability for “bodily injury” or “property damage” caused in whole or in part by your maintenance, operation or use of a covered “auto”. But this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the “accident” that caused the “bodily injury” or “property damage”;
- b. To any person or organization included as an “insured” under any other provisions of this policy, including this or any other endorsement;
- c. To the independent acts or omissions of such person or organization; or
- d. To any lessor of “autos” when their contract or agreement with you for such leased “auto” ends or the lessor or its agent takes possession of the “auto”.

2. **Broadened Named Insured**

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on or after the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)**

- a. Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an “insured” your “employee” while:

- (1) Using a covered “auto” you do not own, hire or borrow in your business or your personal affairs.

- (2) Operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

- b. Exclusion **B.5. Fellow Employee of Section II – Covered Autos Liability** is deleted.

- c. The following is added to **B.5.b of Section IV – Business Auto Conditions**:

Any covered “auto” hired or rented without a driver by your “employee” under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business is also deemed to be a covered “auto” you own.

4. Newly Acquired or Formed Organizations

Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as an “insured” any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. But:

- (1) Coverage under this provision is afforded only until the end of the policy period; and
- (2) Coverage does not apply to “bodily injury” or “property damage” caused by an “accident” that occurred before you acquired or formed the organization.

5. Supplementary Payments – Bail Bonds and Loss of Earnings

In Paragraph **A.2.a. Supplementary Payments** of **Section II – Covered Autos Liability**, the following replaces Paragraphs (2) and (4):

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Section III – Physical Damage Coverage

1. Hired Auto Physical Damage Coverage

- a. If hired “autos” are covered “autos” under **Section II – Covered Autos Liability Coverage** and this policy provides Comprehensive, Specified Causes of Loss Coverage or Collision Coverage for any “auto” you own, a hired “auto” will be deemed a covered “auto” for Physical Damage Coverage subject to the provisions in Paragraph **b.** below.
- b. For Hired Physical Damage Coverage provided by paragraph **a.** above:
 - (1) The most we will pay for “loss” to any hired “auto” is the lesser of:
 - (a) \$75,000 for “autos” of the private passenger type and \$50,000 for all other “autos”;
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - (2) The Deductible is the largest Deductible for the applicable coverage for an “auto” you own.
 - (3) This insurance is excess over any other valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis.

2. Towing – Any Covered Autos

The following replaces Paragraph **A.2. Towing** of **Section III – Physical Damage Coverage**:

We will pay up to \$100 for towing and, if labor is performed at the place of disablement, labor costs incurred each time a covered “auto” is disabled if a premium charge for towing and labor is shown in the Schedule or the Declarations.

3. Transportation Expenses Increased

In Paragraph **A.4.a. Transportation Expenses** of **Section III – Physical Damage Coverage**, the amounts we will pay amounts we will pay for temporary transportation expenses incurred by you because of the total theft of a covered “auto” of the private passenger type are increased to \$75 per day, to a maximum of \$2,250.

4. Loss of Use Expenses Increased

The following replaces the last paragraph in Paragraph **A.4.b. Loss Of Use Expenses** of **Section III – Physical Damage Coverage**:

However, the most we will pay for any expenses for loss of use is \$1,000.

5. Other Coverage Extensions

If you have Physical Damage Coverage, the following are added to Paragraph **A.4. Coverage Extensions** of **Section III – Physical Damage Coverage**:

a. Airbag Discharge

We will pay to reset or replace a covered “auto’s” airbag that accidentally discharges without the “auto” being involved in an “accident” if the airbag is not covered under a manufacturer’s warranty and you did not intentionally cause the discharge. No Deductible applies to this Coverage Extension.

b. Auto Theft Reward

If you have Comprehensive or Specified Cause of Loss Coverage, we will pay a reward up to \$2,000 for information leading to the arrest and conviction of anyone stealing a covered “auto”. But we will not pay a reward to you, any family members or “employees” or any public officials while performing their duties.

c. Loan/Lease Gap Coverage

If a covered “auto” is subject to a long-term loan or lease that requires, in writing, that the lender or lessor be an additional “insured”, and you are legally obligated for the remaining balance on the loan or lease, we will pay the difference between the actual cash value of the “auto” at the time of “loss” and the remaining balance on your loan or lease. But we will not pay for:

- (1) Any amount paid under the policy’s Physical Damage Coverage; or
- (2) Any amounts for abnormal or excess wear and tear, additional or high mileage charges, carry-over balances from previous loans or leases, extended warranties or insurance purchased with the loan or lease, lease termination fees, taxes, overdue payments, unreturned security deposits or any penalties, interest or charges resulting from overdue payments.

d. Rental Reimbursement

We will pay for expenses to rent an “auto” of the private passenger type because of “loss” to a covered “auto” of the private passenger type. But:

- (1) We will only pay expenses incurred during the policy period at the time of the “loss” and ending, regardless of the policy period, six days after the “loss”.
- (2) The most we will pay is the lesser of:
 - (a) Reasonable and necessary expenses actually incurred; or
 - (b) \$50 per day.
- (3) This coverage does not apply if a spare or reserve “auto” is available to you.
- (4) If “loss” is because of the total theft of a covered “auto”, we will pay only those amounts that are not already covered under Transportation Expenses.

No Deductible applies to this Coverage Extension.

6. Diminution in Value

The following is added to Exclusion **B.6.** of **Section III – Physical Damage Coverage:**

This exclusion does not apply to “diminution in value” of a covered “auto” of the private passenger type used in the conduct of the “insured’s” business that is leased, rented, hired or borrowed without a driver for a period of 30 days or less. But the most we will pay for such “diminution in value” is the lesser of:

- a. 20 percent of the actual cash value of the “auto” as of the time of the “loss”; or
- b. \$7,500.

7. Communications Equipment

The following is added to Paragraph **B. Exclusions** of **Section III – Physical Damage Coverage:**

Exclusions **4.c.** and **4.d.** do not apply to communications equipment, including its antenna and other accessories, that is permanently installed in, and not removable from, a covered “auto” and designed for use as a:

- a. Citizen’s band radio;
- b. Two-way mobile radio or telephone;

- c. Scanning monitor receiver; or
- d. GPS navigation system.

No Deductible applies to “loss” to such communications equipment. But the most we will pay for all such communications equipment is \$5,000 for any one “loss”.

8. Deductible Waived For Glass Repair

The following is added to Paragraph **D. Deductible** of **Section III – Physical Damage Coverage**:

No Deductible applies if glass that is damaged is repaired rather than replaced.

D. Section IV – Business Auto Conditions

1. Duties in the Event of Accident, Claim, Suit or Loss

The following is added to Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss** of **Section IV – Business Auto Conditions**:

The requirements that you must notify us of an “accident”, claim, “suit” or “loss”, or send us documents concerning a claim or “suit”, apply only if the “accident”, claim, “suit” or “loss” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An “executive officer” or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an “accident”, claim, “suit” or “loss” does not apply if you report the “accident”, claim, “suit” or “loss” to your workers’ compensation insurer and the “accident”, claim, “suit” or “loss” later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an “accident”, claim, “suit” or “loss” is a liability claim rather than a workers’ compensation claim, you must comply with all parts of Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss** of **Section IV – Business Auto Conditions**.

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph **A.5. Transfer of Rights of Recovery Against Others to Us** of **Section IV – Business Auto Conditions**:

We will waive any right of recovery against any person or organization because of payments we make for “bodily injury” or “property damage” arising out of the ownership, maintenance or use of a covered “auto” when you have assumed liability for such “bodily injury” or “property damage” under an “insured contract”, but only if the “insured contract” is executed before the “accident” or “loss” occurs.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph **C.** of **Section V – Definitions**:

“Bodily injury” includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Executive Officer

The following is added to **Section V – Definitions**:

“Executive officer” means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name:

Address: AK, AL, AR, AZ, CA, CO, CT, DE, FL, GA, IA, ID, IL, IN, KS, LA, MD, ME, MI, MN, MO, MT, NC, NE, NM, NV, OR, PA, SC, SD, TN, VA, VT

Description of Waiver: Any person or organization for whom the Named Insured has agreed by written contract executed prior to loss.

JobID:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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Foreign Profit Corporation

STANDARD INSURANCE COMPANY

Filing Information

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FEI/EIN Number 93-0242990
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Status ACTIVE

Principal Address

1100 SW Sixth Avenue
Portland, OR 97204

Changed: 04/29/2024

Mailing Address

1100 SW Sixth Avenue
Portland, OR 97204

Changed: 04/29/2024

Registered Agent Name & Address

FLORIDA CHIEF FINANCIAL OFFICER AS R/A
200 E. GAINES ST
TALLAHASSEE, FL 32399-0000

Name Changed: 03/25/2014

Address Changed: 03/25/2014

Officer/Director Detail

Name & Address

Title Director

Ando, Kota
1100 SW Sixth Avenue
Portland, OR 97204

Title Director

Barkouli, AI
1100 SW Sixth Avenue
Portland, OR 97204

Title Director

Truner, Barbara A.
1100 SW Sixth Avenue
Portland, OR 97204

Title Director

Flynn, Elizabeth E.
1100 SW Sixth Avenue
Portland, OR 97204

Title VP, IDI & Corporate Development

Horner, Jeremy S
1100 SW Sixth Avenue
Portland, OR 97204

Title Director

Horvath, Debora D
1100 SW Sixth Avenue
Portland, OR 97204

Title Director

Clark, Ranjana B.
1100 SW Sixth Avenue
Portland, OR 97204

Title Director

Murai, Kevin M.
1100 SW Sixth Avenue
Portland, OR 97204

Title VP, Chief Accounting Officer & Treasurer

Erickson, Robert M.
1100 SW Sixth Avenue
Portland, OR 97204

Title Director

Criteser, Patrick G.
1100 SW Sixth Avenue
Portland, OR 97204

Title Director

Lobdell, James F.
1100 SW Sixth Avenue
Portland, OR 97204

Title Director

McMillan, Daniel J.
1100 SW Sixth Avenue
Portland, OR 97204

Title Director

Shintaku, Daisaku
1100 SW Sixth Avenue
Portland, OR 97204

Title Director

Nakamura, Masaru
1100 SW Sixth Avenue
Portland, OR 97204

Title VP, Chief Legal Officer & Corporate Secretary

Fouts, Elizabeth A.
900 SW 5TH AVENUE
Portland, OR 97204

Title VP Information Technology

Chandler, Gregory A.
1100 SW Sixth Avenue
Portland, OR 97204

Title Vice President Employee Benefits

Payne, Christopher D.
1100 SW Sixth Avenue
Portland, OR 97204

Title Vice President - Human Resources

Bruechner, Susan
1100 SW Sixth Avenue
Portland, OR 97204

Title President & Chief Executive Officer

McMillan, Daniel J.
1100 SW Sixth Avenue
Portland, OR 97204

Title DIRECTOR

Ness, J. Greg
1100 SW Sixth Avenue
Portland, OR 97204

Title Vice President Asset Management Group

Ijaz, Atif
1100 SW Sixth Avenue
Portland, OR 97204

Title Vice President Chief Investment Officer

Beaulieu, Christopher M.
1100 SW Sixth Avenue
Portland, OR 97204

Title Director

Taguchi, Yutaka
1100 SW Sixth Avenue
Portland, OR 97204

Title VP CORPORATE ACTUARY & CHIEF RISK OFFICER

CANFIELD, LAUREN E
1100 SW Sixth Avenue
Portland, OR 97204

Annual Reports

Report Year	Filed Date
2024	04/29/2024
2024	07/05/2024
2024	07/08/2024

Document Images

07/08/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
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Standard Insurance Company – Summary

Standard Insurance Company (The Standard) appreciates the opportunity to work with the City of Coral Gables through our Life Insurance product.

At Standard Insurance Company (The Standard), we focus on helping you balance business needs and employee needs. Our holistic approach to benefits can help lead to more productive and engaged employees. We also work to deliver positive claims experiences, with less administrative work for your HR team – in short, better results with less noise. With more than 100 years of experience protecting the futures and finances of employees and their families, The Standard is a leading provider in the insurance industry and we look forward to demonstrating our value to the City of Coral Gables.

Long-term Relationships

The Standard's goal is to develop a creative, collaborative relationship with the City of Coral Gables. We are focused on providing employees with the highest quality benefits and long-term customer satisfaction, including:

- Innovative and comprehensive products and services.
- Value that delivers pricing stability and financial strength.
- Expert claims handling.
- Tailored account support.
- Strategic support, including reporting and analysis.

A century of industry knowledge and more than six decades of employee benefits experience influences everything we do. Our employees genuinely care about helping the people we protect. Our dedication to doing the right thing for our customers runs deep. At The Standard, we take pride in earning and keeping your business.

Public Sector Expertise

The Standard understands the unique requirements of public sector benefit groups and their employees. We specialize in serving the public sector and have 60+ years of public and government experience. Our first group client, who remains in force today, is a public employer that chose The Standard in 1951. Since then, we've been leading the way in public group insurance protection.

Financial Strength and Stability

We're confident in our ability to be there when your employees need us most. Our fiscally conservative management allows us to persevere during economic ups and downs and ensures we'll continue to keep our financial commitments. As reported in the July, 2017 issue of *Best's Review*, The Standard is honored to be one of only 17 life health insurers to achieve an A.M. Best rating of "A" or higher consistently for more than 75 straight years. You can count on The Standard for ongoing stability and industry leadership.

Value Now and For the Future

The Standard's success is built on maintaining the loyalty and trust of our customers and exceeding expectations. We believe our cost proposal rates are competitive and reflect our commitment to support a long-term relationship.



Our Commitment to the City of Coral Gables

Thank you for considering The Standard to provide Life Insurance products to the employees of the City of Coral Gables.

We're committed to raising the bar — going above and beyond to help the City of Coral Gables achieve your goals, and experience better results, enhanced employee well-being and productivity through a successful and ongoing partnership.

**Standard Insurance Company –
Summary**



Standard Insurance Company – Financial Rating

As of July 2024, Standard Insurance Company's AM Best financial rating is A, "Excellent".

Standard Insurance Company –
Financial Rating

AM Best Rating Services

Standard Insurance Company

BestLink  AMB #: 007069 NAIC #: 69019 FEIN #: 930242990

Domiciliary Address

1100 S.W. Sixth Avenue
Portland, Oregon 97204-1093

[United States](#)

Web: www.standard.com

Phone: 971-321-7000

Fax: 971-321-5037

AM Best Rating Unit: [AMB #: 070398 - Standard Insurance Group](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [085358 - Meiji Yasuda Life Insurance Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 17, 2023
Initial Rating Date:	June 30, 1928

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 17, 2023
Initial Rating Date:	July 14, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)
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Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Jeffrey Lane

Director: Bridget Maehr

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of Members of Standard Insurance Group and Pacific Guardian Life Insurance Company, Limited](#)

November 17, 2023

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1928.

Financial Strength Rating

Effective Date	Rating
November 17, 2023	A
November 09, 2022	A
November 04, 2021	A
October 09, 2020	A
August 13, 2019	A

Long-Term Issuer Credit Rating

Effective Date	Rating
November 17, 2023	a+
November 09, 2022	a+
November 04, 2021	a+
October 09, 2020	a+
August 13, 2019	a+

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [070398 - Standard Insurance Group](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

View additional [news, reports and products](#) for this company.

Press Releases

<u>Date</u>	<u>Title</u>
Nov 17, 2023	AM Best Affirms Credit Ratings of Members of Standard Insurance Group and Pacific Guardian Life Insurance Company, Limited
Nov 09, 2022	AM Best Affirms Credit Ratings of Meiji Yasuda Life Ins Co's US Subs Standard Ins Group and Pacific Guardian Life Ins Co, Ltd
Nov 04, 2021	AM Best Affirms Credit Ratings of Meiji Yasuda Life Insurance Co's U.S. Subs: Standard Ins Group and Pacific Guardian Life Ins
Oct 09, 2020	AM Best Affirms Credit Ratings of Members of Standard Insurance Group and Pacific Guardian Life Insurance Company, Limited
Aug 13, 2019	AM Best Affirms Credit Ratings of Members of Standard Insurance Group and Pacific Guardian Life Insurance Company, Limited

Page size: 10 23 items in 3 pages

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United Kingdom Disclosures

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Standard Insurance Company – Approach

Standard Insurance Company understands the RFP scope and requirements.

As part of our implementation, Alison Brogan, Account Manager, will work with the City of Coral Gables to:

- Outline needs
- Establish firm dates
- Negotiate the timeline to meet your expectations

We will work with our internal partners to onboard the City of Coral Gables.

Your team includes account management professionals in our Tampa, Florida location and service professionals in our centralized service locations.

The Standard's corporate office in Portland, Oregon houses the departments responsible for:

- Underwriting services
- Contract administration
- Premium administration

The Standard has regional benefits operations in:

- Portland, Oregon
- White Plains, New York
- Altavista, Virginia

The Standard will assign the City of Coral Gables a team member in each discipline. Alison Brogan, Account Manager acts as a client advocate and liaison between our service locations and the City of Coral Gables leads the team members.

The Account Manager's primary focus is on existing customers and developing and maintaining effective strategies for day-to-day support to the City of Coral Gables. She works as the local advocate for the customer.

Her biography is included here:

Alison is an Account Manager in our Tampa office, a position she has held since 2010. She is responsible for servicing groups with between 500 and 15,000 lives. Alison joined The Standard in 2006 as a Customer Service Representative, and she has also served as an Account Specialist. Before joining our team, Alison was a financial services representative with MetLife and a quality control specialist/auditor with Progressive Insurance. She earned her associate degree in general arts from Hillsborough Community College.



Standard Insurance Company – Comprehensive Description

It is our intent to duplicate benefits as closely as possible, however, we know an exact duplication isn't always possible. Our available benefit options are very flexible and we look forward to working with the City of Coral Gables to best suit your needs.

Standard Insurance Company –
Comprehensive Description



Standard Insurance Company – Detailed Description of Service

- a. Provide details of the Proposers lack of restrictions or exclusions imposed.

Please refer to the exclusions section within the Life proposal.

**Standard Insurance Company –
Detailed Description of Service**



Standard Insurance Company – Lack of Restrictions or Exclusions Imposed

Provide a detailed description of the capabilities and competency, including but not limited to:

1. Provide details of the Proposer's lack of restrictions or exclusions imposed.

We've matched inforce with no exclusions.

Standard Insurance Company –
Lack of Restrictions or Exclusions Imposed

**EXHIBIT E – LIFE INSURANCE
QUESTIONNAIRE**

Life Insurance Questionnaire: Provide responses, attach additional pages if necessary.

Administration

- 1) Please confirm that all employees currently covered will enter the plan without having to satisfy a waiting period.

Confirmed

- 2) The City is looking for a multi-year rate guarantee for life insurance. How many years in the future are these rates guaranteed for?

3 years.

- 3) Confirm that your company will not be paying commissions/service fees in association with this submission.

Confirmed

- 4) Please provide a timeline that will outline the necessary requirements to implement your program for a January 1, 2025 effective date.

Please see attached sample implementation timeline.

- 5) How does your company handle enrollment? Do you have an electronic enrollment system? If so, does your enrollment system integrate with others?

The Standard will partner with you to design and implement your specific enrollment strategy. We will help you create an effective and efficient strategy that maximizes employee participation. We will use:

- Benefits promotion
- Employee education
- Informational meetings

The Standard can support your efforts to enroll employees in contributory coverage. We will provide a customized enrollment strategy to fit the needs of your employees. This strategy may include electronic versions of the following materials. They are part of your quoted rate:

- Customized enrollment forms
- Customized coverage highlights
- Employee booklets that outline coverage
- Video-based, online decision support tool
- Posters, postcards and emails as appropriate

Our electronic enrollment system is capable of integrating with others.

Billing

- 1) Can the City of Coral Gables perform additions and terminations online?
How long does it take for these changes to appear on your system?

No. Your benefits administrator should:

1. Track employee additions and terminations
2. Calculate premium due, based on total insured volume by product
3. Report insured volume and premium monthly to The Standard
4. Include the report with the monthly premium payment

Changes will be shown in the system after receipt.

- 2) Does the City of Coral Gables take credit immediately for any differences in the billing, or do they need to pay as billed and receive credit in the future?

The city should pay as billed. If you overpay, we normally ask that you take a credit on your next statement. If your employees overpay, we can refund the overpaid portion to you. You can distribute the payment to impacted employees.

- 3) Can monthly invoices be sent electronically?

No. Billing statements are generated and mailed about 11 to 13 days before the due date. The first statement will reflect the census information provided when coverage was first applied for. The policyholder is then responsible for updating these figures before sending payments.

- 4) Can employees be retroactively cancelled?

Yes, eligibility changes can be made at any time per our retroactive eligibility policy.

If so, how far back?

We will allow up to three months from the most current bill.

Claims Administration

- 1) What are the days and hours of operation?

Monday through Friday, 9 a.m. – 8 p.m. (EST)

Management Reporting

- 1) What types of reports can be downloaded from your website?

To make vital Life information more convenient for you, the employer, The Standard offers a dynamic reporting dashboard within our online employer portal. These reports may be accessed 24-hours a day. These reports are divided into several categories:

Type 2 Reports:

- Life Claim Payment Report: View approved claim details including dates & amounts for claimants
- Life Claim Status Report: View submitted claims that are pending or processed
- Life Waiver Claim Detail: View submitted claims that are pending and/or processed

Type 3 reports:

- Benefits utilization Reports: These reports are consolidated in the Benefits Utilization place card and provide quarterly summaries of claim and benefits information.
- Diagnosis Summary

- 2) Can mass uploads be performed on your website to update employee data?

Yes

General

- 1) Please identify the account representative that will be assigned to the City of Coral Gables. Attach a brief resume for this individual.

Alison Brogan, Account Manager

Alison is an Account Manager in our Tampa office, a position she has held since 2010. She is responsible for servicing groups with between 500 and 15,000 lives. Alison joined The Standard in 2006 as a Customer Service Representative, and she has also served as an Account Specialist. Before joining our team, Alison was a financial services representative with MetLife and a quality control specialist/auditor with Progressive Insurance. She earned her associate degree in general arts from Hillsborough Community College.

- 2) Please identify all other key personnel that will be assigned to the City of Coral Gables.

Jarod Hayer, Sr. Employee Benefits Consultant

Jarod joined the Standard in 2002 and is currently a Senior Employee Benefits Consultant in our Tampa office. His primary responsibilities include working with brokers and consultants in the Florida Market, as well as partnering with his customer-focused account managers to exceed clients' expectations. He has achieved numerous professional designations: Certified Employee Benefits Specialist (CEBS), Chartered Life Underwriter (CLU), Fellow of the Life Management Institute (FLMI), Group Benefits Associate (GBA) and Compensation Management Specialist (CMS). He earned his bachelor's degree in Economics from Bowdoin College in 2002 and his Master's in Business Administration (MBA) from the University of Florida in 2016. In 2008, Jarod was president of the Jacksonville chapter of the International Society of Certified Benefits Consultants (ISCEBS). In addition, he has taught classes aimed at helping individuals earn their CEBS designations, including Health Economics. Jarod is a life, health and variable annuity continuing education instructor in Florida.

Alison Brogan, Account Manager

Alison is an Account Manager in our Tampa office, a position she has held since 2010. She is responsible for servicing groups with between 500 and 15,000 lives. Alison joined The Standard in 2006 as a Customer Service Representative, and she has also served as an Account Specialist. Before joining our team, Alison was a financial services representative with MetLife and a quality control specialist/auditor with Progressive Insurance. She earned her associate degree in general arts from Hillsborough Community College.

3) Are there any services unique to your company that you feel should be highlighted to the City of Coral Gables?

The City of Coral Gables should choose The Standard as your carrier of choice because we'll help you customize products and services to deliver strong benefits packages and unmatched service. The City of Coral Gables can rely on our expertise in Employee Benefits to help solve your most complex issues. Customers are at the heart of everything we do, and we're focusing on improving the customer experience – and your results.

1. Our expertise runs deep

- Employee benefits are what we do. Your business is our primary focus.
- Our people know their stuff. Our culture fosters long-term tenure, which means you can count on expertise and innovation.
- We believe in partnering with brokers and employers at every step.

2. Our service model is unmatched

- Single point of contact to support you
- There is a deep bench of experts. Behind your primary contact is a team of specialists.
- You can trust us to get it right. We follow through on our commitments and promises.

3. We put people first to make the claims process easy

- You can rely on our commitment to doing the right thing for employees and their families.
- Taking care of our claimants is the most important thing we do. We evaluate each claim uniquely and maintain strict quality, accuracy, and timeliness targets.

The City of Coral Gables will work with a consultative team who'll help you provide tailored, competitive benefits. Our people-first approach can help employers have a happier and more productive employees.

Our promise to our customers goes far beyond the benefits check. We designate a Life Benefits analyst for each claim. They expertly and compassionately guide your representative and/or the employee's survivors through the benefits process. We pay Life insurance claims quickly and accurately. This minimizes stress on beneficiaries after the loss of a loved one.

Compassionate & Accessible

Here are some key reasons why our customers rate our Group Life Services Department so highly:

- **We understand the grief process.** All our Life Benefits employees complete annual grief training. This helps them better understand the grieving process and recognize when beneficiaries need special attention.
- **We listen.** We train team members to listen carefully and communicate clearly with individuals whose grief may cause confusion or distress.
- **We designate a Life Benefits analyst to you.** Analysts answer customer questions quickly and accurately. They know our contracts, services and claims process inside and out.
- **We're easy to reach.** Our claims intake specialists can be easily reached through our toll-free telephone service. Claimants may also gain access to the direct line of the Life Benefits analyst handling their claim.

Comprehensive Provisions & Valuable Services

We provide a comprehensive offering that employers value. This includes: Waiver of Premium; Accelerated Benefit; Portability; Travel Assistance. Our Life insurance policies also include our Life Services Toolkit. This helps beneficiaries cope with grief, make important financial decisions, access legal services and more.

We integrate Disability insurance with Waiver of Premium to make the Life insurance claims process easier for our customers. When an employee becomes disabled, Life customers who also have LTD coverage with us don't need to submit a separate Life insurance waiver claim.

Easy Online Administration

The Standard leverages technology to serve policyholders more efficiently. Our secure online services, available through our employer portal, help employee benefits managers and policyholders access valuable information and resources, including:

- Billing and payments
- Reports
- Medical evidence
- Claim form submission
- Policy information
- BillPay
- Service and support

The Voice of the Customer Results by Employer 2020:

For us, providing excellent service isn't just an aspiration — it's a core company value.

In partnership with Zeldis Research, a third-party market research company, The Standard conducted our annual relationship and customer satisfaction survey with Employer clients. The survey is used to help us learn more about our strengths and opportunities, and identify how we can better serve our customers.

In our **2020 Voice of the Customer Satisfaction Survey**, over 800 employers responded to the survey. Results indicated that 81% of respondents plan to continue their relationship with The Standard. The top three reasons for the high rating were:

- We do what we say we're going to do
- We perform well at ongoing service and providing knowledge
- We receive high marks on administrative partnerships

The Standard also received top marks regarding product quality and claim decision timeliness.

We use survey feedback as a key driver in our strategic planning process. It helps us identify our priorities, focus on the work for the year ahead and train our employees.

- 4) Provide a complete listing of all limitations and exclusions to the proposed life plan.

Please see exclusions section of proposal.

**EXHIBIT F – PROPOSED
BENEFITS RESPONSE FORM**

Response Form - Basic Life and AD&D Insurance – Proposed Benefits

The City is interested in a program that matches to the utmost extent possible, the City of Coral Gables' current plan design. Please complete this form for Basic Life and AD&D coverage.

Please illustrate how your company's proposed benefits would compare to the current. This comparison is to be included in your RFP response.

Carrier: Standard Insurance Company

Current - The Standard

Schedule of Benefits & Features	Current	Proposed
Eligibility	All Active Employees working at least 30 hours per week. Class 1: City Manager Class 2: All Employees other than City Manager and Safety Employees Class 3: Safety Workers	All Active Employees working at least 30 hours per week. Class 1: City Manager Class 2: All Employees other than City Manager and Safety Employees Class 3: Safety Workers
Basic Life Benefit	Class 1: 2X Annual Earnings to Max of \$410,000 Class 2&3: 1X Annual Earnings to Max of \$200,000 <i>In Increments of \$1,000</i>	Class 1: 2X Annual Earnings to Max of \$410,000 Class 2&3: 1X Annual Earnings to Max of \$200,000 In Increments of \$1,000
Guaranteed Issue Amount	All Basic Life is Guaranteed Issue	All Basic Life is Guaranteed Issue
Age Reduction Schedule (Reduced to) (Indicate Basic Life and AD&D Separately, if Different)	To 65% at age 65 To 40% at age 70 To 30% at age 75 To 20% at age 80	To 65% at age 65 To 40% at age 70 To 30% at age 75 To 20% at age 80
Accelerated Death Benefit	75% of Total Life Amt to \$500K Max	75% of Total Life Amt to \$500K Max
Waiver of Premium	Included	Included
Conversion	Included	Included
Portability	Included	Included
Rate Guarantee	12/31/2024	12/31/2024
Life Rate/\$1,000	Active Life Rate: \$0.115	Active Life Rate: \$0.115
AD&D Rate/\$1,000	\$0.025	\$0.025
Estimated Life Volume Active Life	\$62,583,537	\$60,863,050
Estimated AD&D Volume	\$34,268,393	\$32,539,000





CITY OF CORAL GABLES REFERENCE FORM
RFP No. 2024-021 GROUP LIFE INSURANCE WITH AD&D COVERAGE

Complete the form as indicated below, to provide the required information as outlined in Section 3 of the solicitation. The City shall contact the firms listed below to provide references on behalf of your company. All fields must be completed.

1.	Project Name/Location	<u>City of Panama City, FL</u>
	Owner Name	<u>Vickie Lewis</u>
	Contact Person	<u>Vickie Lewis</u>
	Contact Telephone No.	<u>(850) 872-3013</u>
	Email Address:	<u>vlewis@pcgov.org</u>
	Yearly Budget/Cost	<u>All coverage is \$600,000</u>
	Dates of Contract	From: <u>10/1/21</u> To: <u>present</u>
	Project Description	<u>Provide Life, STD, LTD, Dental, and Vision Insurance</u>
		<u> </u>
		<u> </u>
2.	Project Name/Location	<u>Columbia County Schools, Like City, FL</u>
	Owner Name	<u>Frank Moore</u>
	Contact Person	<u>Frank Moore</u>
	Contact Telephone No.	<u>(386) 755-8035</u>
	Email Address:	<u>mooref@columbiak12.com</u>
	Yearly Budget/Cost	<u>All coverage is \$400,000</u>
	Dates of Contract	From: <u>1/1/12</u> To: <u>present</u>
	Project Description	<u>Provide Life, STD, and vision Insurance</u>
		<u> </u>
		<u> </u>



3. Project Name/Location SantaFe Health Care, Gainesville, FL

Owner Name Karin Terese

Contact Person Karin Terese

Contact Telephone No. (352) 337-8758

Email Address: Karin.Terese@SFHCServices.org

Yearly Budget/Cost All coverage is \$400,000

Dates of Contract From: 1/1/05 To: present

Project Description Provide Life, STD, LTD, Dental, and Vision

4. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____



5. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____
Project Description _____

6. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____
Project Description _____



Standard Insurance Company – PRIME contracts

List all contracts for which the Proposer has performed (past and present) as a PRIME for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City. Any and all Proposer's performance records (satisfactory and unsatisfactory) will be utilized in the evaluation process regardless of the type of work performed for the city.

Standard Insurance Company is the current carrier for the City of Coral Gables' Life/AD&D coverage as of January 1, 2020 under policy #758905.

Standard Insurance Company was the previous carrier for the City of Coral Gables' Life/AD&D contract from July 1, 2003 through September 30th, 2014 under policy #133788

Standard Insurance Company –
PRIME contracts



Standard Insurance Company – Public Sector Clients

Provide a list with contact information of all public sector clients in the last ten (10) years, and include if any, that have discontinued use of Proposer's services within the last two (2) years and indicate the reasons for the same. Additionally, please provide any documentation related to performance issues of the current or past contracts to include any non-performance reports or notices to cure. The City reserves the right to contact any reference or current customer identified as part of the evaluation process.

- a. Provide a list with contact information of all public sector clients in the last ten (10) years.

In Florida we have close to 300 public sector clients. We have thousands nationally. Due to the size of our book, it is not practical for the purpose of evaluation for us to list all of our public sector clients. Here are a few.

1. The School District of Okaloosa County
Russell Frakes
(850) 833-3190
2. The School District of Escambia County
Kevin Windham
(850) 469-6218
3. The City of Panama City
Vickie Lewis
(850) 872-3013
4. The City of Defuniak Springs
Julie Chance
(850) -790-1759
5. The Town of Davie
Grace Garagozzo
(954) 797-1094

- b. Clients that have discontinued use of Proposer's services within the last two (2) years and indicate the reasons for the same.

We really have not had many that have terminated in the last two years in Florida. We have been very fortunate to hold onto most of our public clients. Two terminations that come to mind are:

1. Seminole County BOCC – termed for rates
Wendy Garrett (407) 665-5272.
 2. City of Boca Raton – termed for rates
Kennie Wells (561) 393-7998
3. Provide any documentation related to performance issues of the current or past contracts to include any non-performance reports or notices to cure.

We consider this information to be proprietary and between us and the client.



Standard Insurance Company – Discontinued Clients Response

Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.

Standard Insurance Company considers this proprietary information and will not share contact information of past clients. However, the most common reason a group terminates its services with us is rates.

Standard Insurance Company –
Discontinued Clients Response

Standard Insurance Company
As of December 31, 2023

LTD	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	127	153	138	145	111	99	107	69	44	32
Judgments for/against	7 / 1	6 / 0	5 / 1	8 / 1	6 / 0	12 / 2	1 / 2	0 / 0	5 / 0	10 / 1
Active	74	76	73	78	81	87	53	48	36	32

STD	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	3	8	5	5	1	4	3	2	2	1
Judgments for/against	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	1 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active	6	3	4	0	3	4	0	1	0	2

LIFE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	21	11	19	25	19	22	27	19	24	30
Judgments for/against	7 / 0	2 / 0	2 / 0	1 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	3 / 0
Active	13	14	13	16	20	25	18	23	27	13

DI	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	12	15	21	12	15	15	20	17	8	7
Judgments for/against	0 / 0	0 / 0	3 / 0	0 / 0	2 / 0	0 / 0	1 / 0	1 / 0	0 / 0	2 / 0
Active	15	16	10	10	12	14	15	7	6	8

DENTAL	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	0	0	0	0	0	0	0	0	0	0
Judgments for/against	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active	0	0	0	0	0	0	0	0	0	1

ABSENCE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	3
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						1	0	1	1	1

CRITICAL ILLNESS	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	0
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						0	0	0	0	0

ACCIDENT INSURANCE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	0
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						0	0	0	0	0

HOSPITAL INDEMNITY	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	0
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						0	0	0	0	0

Standard Life Insurance Company of New York
As of December 31, 2023

LTD	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	1	2	2	3	4	1	5	2	2	1
Judgments for/against	0	0	0	0	0	0	0	0 / 0	0 / 0	0 / 0
Active	2	2	3	3	1	2	1	2	0	2

STD	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	0	0	0	0	0	0	0	0	1	0
Judgments for/against	0	0	0	0	0	0	0	0 / 0	0 / 0	0 / 0
Active	0	0	0	0	0	0	0	0	0	0

LIFE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	0	0	0	0	1	0	0	0	0	1
Judgments for/against	1 / 0	0	0	1 / 0	0	0	0	0 / 0	0 / 0	1 / 0
Active	0	0	0	0	0	0	0	1	1	0

DI	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed							2	0	0	0
Judgments for/against							0 / 0	0 / 0	0 / 0	0 / 0
Active							1	0	0	0

ABSENCE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	0
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						1	0	0	0	0

CRITICAL ILLNESS	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	0
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						0	0	0	0	0

ACCIDENT INSURANCE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	0
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						0	0	0	0	0

HOSPITAL INDEMNITY	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	0
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						0	0	0	0	0



PRICE PROPOSAL



Submittal Section V: Proposal Price Proposal

- 1) Provide pricing in INFOR for rates for employees.
This information will be entered into INFOR as requested.
- 2) Describe Proposer's Cost Guarantees or rating caps that can be applied to future rating periods.
36 month rate guarantee.

**Submittal Section V:
Proposal Price Proposal**



AGREEMENT COMMENTS/EXCEPTIONS

ATTACHMENT "E" to RFP 2024-021
DRAFT PROFESSIONAL SERVICES AGREEMENT

Group Life Insurance with AD&D

The Standard reserves the right to review, negotiate and formally agree upon any Agreement terms prior to the Agreement becoming effective.

THIS PROFESSIONAL SERVICES AGREEMENT is made as of this ____ day of _____, 20____, between the City of Coral Gables (hereinafter called the "City"), and _____, (hereinafter called the "Professional").

RECITALS

WHEREAS, the City desires to enter into an agreement with the Professional to provide Group Life Insurance with AD&D to the City; and

WHEREAS, the City having investigated the qualifications of the Professional to perform the services herein contemplated and found those qualifications satisfactory; and

WHEREAS, the Professional having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the City in support of those expressed desires; and

WHEREAS, the Professional agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Professional for a three (3) year period to provide Group Life Insurance with AD&D to the City. However, this period may be extended at the sole discretion of the City for two (2) additional one (1) year periods.

I. GENERAL PROVISIONS

This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties, regarding this subject. The City reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed Amendments.

The Professional shall perform the services as specifically stated in the Scope of Services, which is attached hereto and incorporated herein as Exhibit A and as may be specifically designated and authorized by the City.

1.1 **Engagement.** The City agrees to engage the Professional for a period specified in paragraph 1.2, and the Professional agrees to accept such engagement and to perform such services for the City upon the terms, and subject to the conditions set forth herein.

1.2 **Agreement Period.** The terms of the Agreement (the "Professional Period") shall commence within ten (10) days of the execution date of the agreement and shall continue thereafter for a three (3) year period. This period may be extended upon mutual agreement between the City and the Professional, for a one (1) additional, two (2) year period or until terminated by the City upon 30 days written notice to the Professional, in accordance with the notice requirements contained in Section XIII.

ATTACHMENT “E” to RFP 2024-021
DRAFT PROFESSIONAL SERVICES AGREEMENT

Group Life Insurance with AD&D

1.3 Priority of Interpretation. The Code and any City resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the “Base Agreement.” In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:

- a) Scope of Work – Exhibit A
- b) Pricing Form - Exhibit B
- c) Professional’s Response to RFQ – Exhibit C
- d) Insurance Certificates – Exhibit D
- e) Appendices A and E – Exhibit E

1.4 Duties and Responsibilities. During the Agreement Period, the Professional shall provide the Services in accordance with the requirements outlined in Exhibit A of the Agreement. No work shall commence without a written Notice to Proceed (NTP) or Purchase Order (PO) to the Professional from the Human Resources Director/Designee (herein referred to as the “Contract Administrator”) establishing the date on which operations outlined will commence and duration, the scope of work, and a not-to-exceed amount.

1.5 Background Investigation. The Professional agrees that all employees including the Professional may be subject to an annual background investigation.

The Standard conducts criminal background checks on all applicants after making a conditional offer of employment. Current employees must report all misdemeanor and felony convictions in writing to their supervisor and the Human Resources Department within five (5) calendar days of the conviction. Employees are also required to complete an annual certification with respect to certain types of crimes.

The Standard reviews any criminal convictions of applicants and employees and will exclude individuals from employment in accordance with applicable federal, state and local laws.

1.6 Polygraph Examination. The Professional agrees to submit to polygraph examinations at the request of the Director or designee.

We do not agree to this provision.

ATTACHMENT “E” to RFP 2024-021
DRAFT PROFESSIONAL SERVICES AGREEMENT

Group Life Insurance with AD&D

1.7 Medical, Drug Screening and Check-ups. All Professionals, their employees, agents and sub consultants must satisfactorily complete the City's pre-placement medical and drug screening examinations and be certified as drug free as well as abide by the City's Drug Free Work Place Policy at Professional 's expense. The City may require that the Professional and/or their employees, agents and sub consultants performing services for the City submit to a yearly medical and drug screen examination, at Professional's expense.

The Standard has a drug-free workplace program. It complies with the Drug-Free Workplace Act of 1988, in which we:

- Publish and provide a statement to all covered members:
 - The statement informs members that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is not allowed in the workplace
 - The statement indicates the actions that will be taken against members who break the policy
- Maintain a drug-free awareness program to make employees aware of:
 - The dangers of drug abuse in the workplace
 - The policy of maintaining a drug-free workplace
 - Any available assistance for employees
 - The penalties that may be imposed on employees for drug abuse violations
- Tell employees that they must:
 - Abide by the terms of the policy statement
 - Notify The Standard, within five calendar days if they are convicted of a criminal drug violation in the workplace

We do not agree to drug testing.

1.8 Drug Testing. The Professional agrees to submit to unannounced drug testing at the request of the Director or designee.

We do not agree to this provision.

ATTACHMENT “E” to RFP 2024-021
DRAFT PROFESSIONAL SERVICES AGREEMENT

Group Life Insurance with AD&D

1.9 Driver's License. At City's option, the Professional must provide a valid Florida Driver's License or appropriate commercial driver's license for each employee, agent or sub consultant and be willing and able to operate any required vehicles as authorized by the City. Evidence of compliance with the Defensive Driving Course must be submitted to the City prior to operating a City vehicle or any vehicle where patrons or children are passengers. Individuals must be approved by the Risk Management Division of the City prior to the operation of a City owned vehicle and/or privately owned vehicles while conducting City business. The City reserves the right to request the employee/agent's driving record from the State of Florida, at Professional's expense.

This provision is not applicable to the insurance product(s) quoted.

1.10 Confidential Information. The Professional agrees that any information received by the Professional for the City and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations.

1.11 Most Favored Public Entity. The Professional represents that the prices charged to City in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If Professional's prices decline, or should Professional, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the City.

II. PROFESSIONAL SERVICES

2.1 Basic Services. The duties and responsibilities are outlined in the RFQ.

2.2 Availability of Professional. The Professional shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the City's emergency demands for continued, non-interrupted service.

III. COMPENSATION

3.1 Basic Compensation. In full consideration of the services of the Professional hereunder, the Professional shall be paid at a rate stipulated for each of the services described on the RFQ pricing schedule (Exhibit B); here attached. The City reserves the right to contract with the Professional for additional services. Any increase in the agreed upon amount shall be approved by the Procurement Division or designee and shall be in accordance with applicable City and State regulations.

3.2 Expenses. As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Professional with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the Director or designee.

**IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL
HOLD HARMLESS PROVISIONS**

ATTACHMENT “E” to RFP 2024-021
DRAFT PROFESSIONAL SERVICES AGREEMENT

Group Life Insurance with AD&D

4.1 Independent Contractor and Professional. The Professional acknowledges entering into this Agreement as an independent Contractor and Professional, and that the Professional shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Professional’s services, or those of employees of the Professional. The City shall not withhold from sums payable to the Professional , any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Professional, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees.

4.2 Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Professional.

4.3 Professional warrants that it fully complies with all Federal statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal statutes and regulations. Professional shall indemnify, defend, and hold harmless City, its officers and employees from and against any sanctions and any other liability which may be assessed against Professional or City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

4.4 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

4.5 Indemnification and Hold Harmless. To the fullest extent permitted by laws and regulations, Professional shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, Professional, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of Professional , any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City’s officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and Professional’s obligations to pay for the City’s legal defense hereunder shall arise and be fully enforceable when Professional (or any subcontractor or any person or organization directly or indirectly employed by Professional) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of Professional to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Professional to debarment from consideration for future award of city contracts pursuant to Section 2-912(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

ATTACHMENT “E” to RFP 2024-021
DRAFT PROFESSIONAL SERVICES AGREEMENT

Group Life Insurance with AD&D

In any and all claims against the City or any of its elected and appointed officials, attorneys, administrators, Professionals, agents, or employees by any employee of Professional , any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such subcontractor or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law. the fullest extent permitted by laws and regulations, the Professional shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other Professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of Professional , any sub consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and Professional's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Professional (or any sub consultant or any person or organization directly or indirectly employed by Professional) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of Professional to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Professional to debarment from consideration for future award of city contracts pursuant to Section 2-912(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the Supplier will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Supplier will reimburse the CITY at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the CITY to pay.
- d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to

ATTACHMENT “E” to RFP 2024-021
DRAFT PROFESSIONAL SERVICES AGREEMENT

Group Life Insurance with AD&D

such claims whether from Supplier or any other party, Supplier will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Supplier will reimburse CITY on a per hour basis as follows:

- Mayor or City Commissioner: \$300.00 per hour
 - City Manager: \$250.00 per hour
 - Deputy City Manager or Department Director: \$250.00 per hour
 - An Assistant Department Director: \$100.00 per hour
 - City Attorney or Deputy City Attorney: Prevailing market rates
 - Other City employees: \$50.00 per hour
- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

This Indemnification and Hold Harmless provision shall survive termination of the Agreement.

The Standard’s group insurance policies include a provision that reads:

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or Employees.

Our group insurance policies do not contain a provision providing indemnification running from The Standard to the policyholder. However, The Standard will agree to indemnify [the Group] for any negligent, reckless or willful acts of The Standard’s employees or officers in the performance of this contract through a separate contract or administrative agreement.

V. INSURANCE

5.1 Without limiting Professional’s indemnification of the City, and during the term of this Agreement, Professional shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the City and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the City. Certificates or other evidence of coverage shall be delivered to:

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DRAFT PROFESSIONAL SERVICES AGREEMENT

Group Life Insurance with AD&D

City of Coral Gables
Insurance Compliance
P.O. Box 100085 – CE
Duluth, GA 30096

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the City is to be given advance written notice by receipted delivery at least thirty (30) days in advance of any cancellation, non-renewal or material change of the insurance policy.

5.2 The Professional shall maintain during the terms, except as noted, of this Agreement the following insurance:

a. **Professional Liability Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Respondent shall become legally obligated

to pay as damages for claims arising out of the services performed by the Respondent or any person employed, contracted and/or subcontracted in connection with this Agreement. This insurance shall be maintained for three (3) years after any work covered by this Agreement.

b. **Comprehensive general liability insurance** with broad form endorsement or equivalent, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name City as additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.

c. **Worker's Compensation Insurance** for all employees of Professional as required by Florida Statutes Section 440, and employer's liability insurance with limits not less than, \$1,000,000

d. **Automobile Liability insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

e. **Cyber Risk Liability** with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving but not limited to: privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, media liability, business interruption, extra expense and network security.

f. Other (or increased amounts of) insurance which City shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any

ATTACHMENT “E” to RFP 2024-021
DRAFT PROFESSIONAL SERVICES AGREEMENT

Group Life Insurance with AD&D

policy being increased (as applicable).

g. All policies shall contain waiver of subrogation, except Professional Liability, against City where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the City may have.

h. All of the above insurance is to be placed with insurance companies with an A.M. Best or equivalent rating of “A-”, “VI” or better, qualified to do business under laws of the State of Florida.

i. The City shall be named as an additional insured on a primary and non-contributory basis for the General, Cyber and Auto Liability Policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.

Cyber insurers will not blanketly add an Additional Insured as they only underwrite to StanCorp's exposure, not a third party. The Cyber policy provides additional insured coverage for vicarious liability

j. All insurance policies shall provide for thirty (30) days [ten (10) days for non-payment of premium] advance written notice to City prior to cancellation, non-renewal or material change.

k. The Professional shall furnish Certificates of Insurance to the Risk Management Division of Human Resources and Risk Management Department prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the City is named as and additional insured on a primary and non-contributory basis and that the Professional has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days advance written notice to the City.

5.3 Failure on the part of the Professional to obtain and maintain all required insurance coverage is a material breach upon which the City may, in its sole discretion, immediately suspend Professional's performance or terminate this Agreement.

VI. SOVEREIGN IMMUNITY

6. The Professional acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Professional against the City other than claims arising out of this Agreement. Specifically, the Professional acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Professional acknowledges that this Agreement in no way estops or affects the City's exercise of its regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Professional acknowledges that it has no right and will not make claim based upon any of the following:

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- a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the City. All obligations of the City are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any City employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement. The Professional affirms that the provisions regarding notice to claims, and the requirement for a written change order cannot be waived and further, without timely notice of a claim or a written change order as required in this Agreement, the Professional shall not be entitled to additional compensation or an extension of the Contract Time. Such claims for additional compensation or extensions of the Contract Time are waived if the Professional has not given all required notices and obtained a written change order when required.

Standard acknowledges that the City of Coral Gables will not waive its sovereign immunity. Our group policies contain the following provision, “The Policyholder and each Employer hereby release, hold harmless and indemnify Standard from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or employees.” Standard is willing to execute an administrative letter stating that we will not enforce this provision of the policy against the City of Coral Gables.

VII. STANDARD OF CARE

7.1 The Professional shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable Professional under similar circumstances and the Professional shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

7.2 The Professional warrants that all services shall be performed by skilled and competent personnel to the highest Professional standards in the field.

VIII. NON-DISCRIMINATION

8.1 EEO and ADA: The Professional must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

8.2 It is understood that the Professional shall not discriminate against any individual in the performance of the contract with respect to hire, tenure, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, creed, color, national origin, age, disability, sex, gender identity, sexual

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orientation, or any other legally protected class.

8.3 City Policy Regarding Conduct. All Professionals, their employees, agents and sub consultants must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of this clause and City non-discrimination policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

The Standard does not unlawfully discriminate on the basis of race, religion, color, national origin, gender, gender identity or expression, ancestry, pregnancy, sexual orientation, physical/mental disability, veteran status, marital status, age or any other conditions protected by federal, state or local law.

We do not agree to be subject to policies without prior review and determination that we are able and willing to comply with such policies.

IX. CONFLICT OF INTEREST

9.1 The Professional represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The Professional agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the Professional, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

X. CONFIDENTIALITY

10.1 Subject to the requirements of Chapter 119 of the Florida Statutes, no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Professional under this Agreement shall be made available to any individual or organization by the Professional without prior written approval of the City.

XI. OWNERSHIP OF DOCUMENTS

11.1 Any and all documents, records, disks, or other information shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

The Standard shall retain records pursuant to applicable insurance laws and The Standard's Record Retention Policy. This section shall not apply to proprietary records created in the ordinary course of The Standard's business, including, but not limited to, claim, sales and underwriting files. Subject to applicable privacy laws and regulations and The Standard's Privacy and Confidentiality policies, The Standard may provide the City of Coral Gables copies of requested records with a reasonable charge for copying and shipping.

The Standard retains claims records for seven years after the claim closes.

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XII. TRUTH-IN-NEGOTIATION CERTIFICATE

12.1 Execution of this Agreement by the Professional shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

12.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this “Certificate” within one (1) year following payment.

XIII. NOTICE

13.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as to the City of Coral Gables shall be to:

City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134
cc: City Attorney

Notice as to the Professional shall be to:

Contact: _____
Title: _____
Address: _____
City, State, Zip _____
Phone: _____
Email: _____

XIV. DEFAULT AND TERMINATION

14.1 The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the Professional. In the event of a termination for cause, due to the Professional’s failure to perform in accordance with the terms of this Agreement or the Professional’s repudiation of this Agreement by word or conduct, The City may immediately terminate the Agreement and the Professional shall be paid any sums otherwise due and owing under this Agreement only after City has completed the

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work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. In the event of a termination for convenience, the Professional shall be paid for all services performed through the date of termination, based on the percentage of services completed (subject to applicable setoff rights) and the Professional shall not be entitled to any other compensation or damages from the City. If, after notice of termination for cause, it is determined for any reason that Professional was not in default, the rights and obligations of the City and the Professional shall be the same as though the termination had been a termination for convenience. In no event shall the City be liable to Professional for lost profits on any work not performed, overhead, or any other type of consequential, special or indirect damages, and Professional hereby waives the same. Professional may terminate this Agreement due to the City’s failure to comply with the material terms of this Agreement after giving City thirty (30) days written notice of its purported default and a reasonable opportunity to cure. Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by Professional or sub consultants, whether finished or not, shall become City property. Failure to timely deliver the documentation shall be cause to withhold any payments due, without recourse by the Professional, until all documentation is delivered to the City.

The Standard can terminate the policy based on the following:

1. If participation is less than required in “Conditions for Insurance,” The Standard may terminate the policy on any Premium Due Date. In this case, The Standard would notify the Policyholder in writing at least 45 days before the date of termination.
2. After the first policy year, The Standard may terminate the policy for reasons other than lack of participation. If this happens, the Policyholder must be notified in writing at least 60 days before the date of termination.

If any premium is not paid when due, the policy will automatically be terminated as of the Premium Due Date.

XV. UNCONTROLLABLE FORCES

15.1 Neither the City nor Professional shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

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XVI. MODIFICATION

16.1 This Agreement may not be amended or modified unless in writing and signed by both parties.

XVII. ASSIGNMENT AND SUBCONTRACTING

17.1 This Agreement and the rights of the Professional and obligations hereunder may not be assigned, delegated or subcontracted by the Professional without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph 14.1 (Termination by Default). The City may assign its rights, together with its obligations hereunder.

From time to time, The Standard utilizes a variety of vendors who provide services directly to The Standard to assist it in performing functions related to its group insurance policies. We take legal compliance seriously and require all of our vendors to comply with applicable law. However, because these vendors provide services related to all of The Standard's group insurance policies and are not selected to perform services for just one customer, we do not view these vendors as subcontractors for purposes of this contract and cannot obtain written permission, or reasonably impose multiple contractual requirements, from each of our individual group policyholders in these vendor contracts.

To the extent The Standard proposes to enter into a subcontracting relationship solely and exclusively connected to providing group insurance coverage to the City of Coral Gables, we are willing to agree to these terms.

XVIII. AUDITS

18.1 The Professional shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Professional shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Professional shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Professional agrees that City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Professional and made available to the City during the terms of this Agreement and for a period of three (3) years thereafter unless City's written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by Professional at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Professional shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Professional's place of business.

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In the event that an audit is conducted by Professional specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Professional, then Professional shall file a copy of the audit report with the City’s Auditor within thirty (30) days of Professional’s receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Professional to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.

From time to time, The Standard utilizes a variety of vendors who provide services directly to The Standard to assist it in performing functions related to its group insurance policies. We take legal compliance seriously and require all of our vendors to comply with applicable law. However, because these vendors provide services related to all of The Standard’s group insurance policies and are not selected to perform services for just one customer, we do not view these vendors as subcontractors for purposes of this contract and cannot obtain written permission, or reasonably impose multiple contractual requirements, from each of our individual group policyholders in these vendor contracts.

To the extent The Standard proposes to enter into a subcontracting relationship solely and exclusively connected to providing group insurance coverage to the City of Coral Gables, we are willing to agree to these terms

18.2 City Audit Settlements. If, at any time during or after the term of this Agreement, representatives of the City conduct an audit of Professional regarding the work performed under this Agreement, and if such audit finds that City’s dollar liability for any such work is less than payments made by City to Professional, then the difference shall be either repaid by Professional to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Professional from City. If such audit finds that City’s dollar liability for such work is more than the payments made by City to Professional, then the difference shall be paid to Professional by cash payment.

XIX. AVAILABILITY OF FUNDS

19.1 The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

This is acceptable provided that The Standard shall have no continuing obligation to provide insurance coverage, and the City of Coral Gables will be responsible for all premiums due and payable up to the date of termination of the policy.

XX. COMPLIANCE WITH LAWS

20.1 In performance of the services, the Professional will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Professional to obtain and maintain, at no cost to the City, any and all license and permits required to complete the services provided pursuant to this Agreement.

20.2 Conflict of Interest. Professional covenants that no person employed by
Revised 03/2024

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the Professional which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Professional further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of Professional or its employees must be disclosed in writing to City.

20.3 Professional is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

The Standard complies with federal and state privacy, data safeguarding and security breach laws applicable to insurance and related services The Standard proposes to provide, including the Gramm-Leach-Bliley Act.

XXI. FEDERAL AND STATE TAXES

21.1 The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Professional. The Professional shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Professional be authorized to use the City’s Tax Exemption Number in securing such materials.

XXII. SUCCESSORS AND ASSIGNS

22.1 The City and the Professional each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. The Professional shall not assign this Agreement without the express written approval of the City via executed amendment.

To the extent The Standard proposes to enter into a subcontracting relationship solely and exclusively for the purpose of providing group insurance coverage to the City of Coral Gables, we are willing to agree to seek prior consent.

XXIII. CONTINGENT FEES

23.1 The Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

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XXIV. ENTIRETY OF AGREEMENT

24.1 The City and the Professional agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and the Professional pertaining to the services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

Agreed, provided The Standard's group insurance policy(ies) are made part of the Contract, and, in all instances, such policy(ies) shall govern eligibility for insurance and benefits and The Standard's right to re-rate and terminate the group insurance policy(ies).

XXV. COUNTERPARTS

25.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

XXVI. WAIVER

26.1 A waiver by either the City or the Professional of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

XXVII. SEVERABILITY, SURVIVAL

27.1 If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

XXVIII. GOVERNING LAW AND VENUE

28.1 The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

28.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid

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provision that comes as close as possible to the intent of the stricken provision.

28.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

Provided, however, this section shall not be interpreted to apply to disputes arising from an adverse benefit determination under The Standard’s group insurance policies.

XXIX. TIME IS OF THE ESSENCE

29.1 Time is of the Essence. If any anticipated or actual delays arise, Professional shall immediately so notify the City. Regardless of notice if services or deliveries are not made at the time agreed upon, the City may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 14.1 (Termination by Default).

XXX. WAIVER OF TRIAL BY JURY

30.1 THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. CITY AND PROFESSIONAL HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THE AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE SERVICES TO BE PROVIDED, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

XXXI. FLORIDA PUBLIC RECORDS LAW
FLORIDA STATUTES CHAPTER 119, *et seq.*

31.1 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

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IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

The Standard agrees to abide by law applicable to us and to the products we provide. We will retain and disclose records pursuant to applicable law, which may not include the public records laws applicable to the City of Coral Gables.

XXXII. HEADINGS

32.1 The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

XXXIII. WAIVER OF CONSEQUENTIAL DAMAGES

33.1 Professional waives claims against the CITY for consequential damages arising out of or related to this Agreement or its performance including, but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any work not performed by Professional.

XXXII. NON-DISCRIMINATION

32.1 EEO and ADA. The Professional must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

32.2 It is understood that the Professional shall not discriminate against any individual in the performance of the contract with respect to hire, tenure, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, creed, color, national origin, age, disability, sex, gender identity, sexual orientation, marital status or any other legally protected class.

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32.3 City Policy Regarding Conduct. All professionals, their employees, agents and subcontractors must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of this clause and City non-discrimination policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

The Standard does not unlawfully discriminate on the basis of race, religion, color, national origin, gender, gender identity or expression, ancestry, pregnancy, sexual orientation, physical/mental disability, veteran status, marital status, age or any other conditions protected by federal, state or local law.

We do not agree to be subject to policies without prior review and determination that we are able and willing to comply with such policies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Approved as to Insurance:

AS TO CITY:

Risk Manager
Risk Management Division

Amos Rojas, Jr.
City Manager

Approved by Department Head
or head of negotiations team as to
the negotiated business terms

Alberto N. Parjus
Deputy City Manager

Raquel Elejabarrieta
Director, Human Resources & Risk Management

ATTEST:

Approved as to compliance with
Applicable Procurement Requirements:

Billy Y. Urquia
City Clerk

Celeste S. Walker-Harmon
Chief Procurement Officer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Approved as to Funds Appropriation:

Cristina Suarez
City Attorney

Diana M. Gomez,
Finance Director

ATTEST:

AS TO PROFESSIONAL

Corporate Secretary

President

Print Name: _____

Print Name: _____

(SEAL)

(OR)
WITNESSES (2):

Print Name: _____

Print Name: _____



MISC ATTACHMENTS

Detailed Responses for RFP 2024-021

Section 1

1.16 Contract Termination

The City, by written notice, may terminate in whole or part any Contract resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the Successful Proposer, terminate the Agreement if the Successful Proposer has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate the Agreement for convenience at any time by providing thirty (30) days written notice to the Successful Proposer. In the event the Successful Proposer is found to be in default, the Successful Proposer will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

If the contract is terminated prior to the start of work or the conclusion of the project based on the default of the successful Proposer, the Proposer will be subject to re-procurement costs associated with the re-award or completion of the project.

The Standard can terminate the policy based on the following:

1. If participation is less than required in "Conditions for Insurance," The Standard may terminate the policy on any Premium Due Date. In this case, The Standard would notify the Policyholder in writing at least 45 days before the date of termination.
2. After the first policy year, The Standard may terminate the policy for reasons other than lack of participation. If this happens, the Policyholder must be notified in writing at least 60 days before the date of termination.

If any premium is not paid when due, the policy will automatically be terminated as of the Premium Due Date.

Section 3

Minimum Qualifications

(A)

- (1) Be regularly engaged in the business of providing goods and/or services similar in scope and size as described in the "Scope of Services" for a minimum of five (5) years. Bidder's ability to demonstrate the minimum of five (5) years shall be verified through bidder's references provided.

Confirmed. Standard Insurance Company was founded in 1906 as Oregon Life Insurance Company. It was the first life insurance company in the Pacific Northwest. In 1931, the company began promoting its bond portfolio of non-callable long-term bonds. The bonds paid returns of 4-5 percent through the worst years of the Great Depression. This provided rare financial security for investors.

As the company expanded, we gained recognition for our customer-centric approach, product quality and financial strength. In 1951, Standard Insurance Company wrote its first Group Life insurance policy. It is still in force today. This is a testament to our commitment to building lasting customer relationships.



The Standard is a nationally recognized provider of group Disability, Life, Dental and Vision insurance today. We have earned a national reputation for quality products and superior service.

- (2) Provide a minimum of three (3) similar engagements satisfactorily performed in the last five (5) years. All references must outline the specific dates when the service(s) were provided and cover the full minimum number of years of experience as stated above.

At least one (1) of the references start date must cover the five (5) year period from the issuance of this solicitation.

[Confirmed. Please see attached reference form.](#)

- (3) Bidder must be licensed to do business as an insurance company in the State of Florida. Provide proof that you are registered or that an application to do business as an insurance company was submitted to the Florida Office of Insurance Regulation (FLOIR) and approval was granted. Please include the types of insurance you have the authority to underwrite and that your authority is current (has not expired). Requirement shall be verified thru submittal of current insurance business license; proof of approval and that underwriting authority is current from the FLOIR.

[Please see attached Florida Certificate of Authority.](#)

- (4) Bidder or any Principal of the Bidder shall not have been party to any bankruptcy proceeding within the last five (5) years. Requirement shall be verified thru submittal of current D&B Report or alternate method of proving solvency within the last five (5) years.

[Confirmed](#)

- (5) Provide active certificate/license to prove a minimum financial strength rating of -, XIV or equivalent from AM Best.

[As of 7/2024, our A.M. Best rating is A, "Excellent".](#)

General Qualifications

(A)

- (1) **Provide proof** of active status or documentation evidencing Proposer is currently seeking active status with the Florida Department of State, Division of Corporation. **Submittals:** Current Florida Department of State, Division of Corporation certificate or equivalent document.

[Please see attached Florida Certificate of Authority.](#)

Section 4

4.12 Sub-Contractor

A Sub-Contractor / Sub-Consultant is an individual or firm contracted by the Proposer(s) to assist in the performance of services required under this RFP. A Sub-Contractor / Sub-Consultant shall be paid through Proposer(s) and not paid directly by the City. Sub-Contractors / Sub-Consultants are allowed by the City in



the performance of the services delineated within this RFP. Proposer(s) shall clearly reflect in its Response the major Sub-Contractor / Sub-Consultant to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor / Sub-Consultant propose prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor / Sub-Consultant shall be borne solely by the Successful Proposer(s) and insurance for each Sub-Contractor / Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Sub-Contractors / Sub-Consultants are considered to be employees or agents of the City. Failure to list all major Sub-Contractors / Sub- Consultants and provide the required information may disqualify any proposed Sub-Contractor / Sub- Consultant from performing work under this RFP.

Proposer(s) shall include in their Responses the requested Sub-Contractor / Sub-Consultant information and include all relevant information required of the Proposer(s).

From time to time, The Standard utilizes a variety of vendors who provide services directly to The Standard to assist it in performing functions related to its group insurance policies. We take legal compliance seriously and require all of our vendors to comply with applicable law. However, because these vendors provide services related to all of The Standard's group insurance policies and are not selected to perform services for just one customer, we do not view these vendors as subcontractors for purposes of this contract and cannot obtain written permission, or reasonably impose multiple contractual requirements, from each of our individual group policyholders in these vendor contracts.

To the extent The Standard proposes to enter into a subcontracting relationship solely and exclusively connected to providing group insurance coverage, we are willing to agree to these terms.

4.19 Auditing of Records

The successful Proposer's book and records as they relate to the anticipated contract must be made available for inspection and audit upon receipt of three (3) days prior written notice from the City and remain available for for City or other applicable sources for inspection for at least three (3) years following the expiration of the contract.

The Standard will permit The City of Coral Gables or an agreed-upon, third-party auditor (not a competitor) to perform audits or inspections -of pertinent books and records. We require audits to be conducted at one of The Standard's primary business locations and be subject to applicable privacy and confidentiality laws and The Standard's internal privacy and confidentiality policies and procedures. [Access to claim records requires written authorization from the insured.]

Prior to the audit or inspection, we will hold a discussion between all parties (client, third-party auditor/inspector, and The Standard) to determine the desired process, as well as the amount of staff time required. If the third-party auditor/inspector anticipates a charge for time based on the audit request, we will discuss these fees and agree to terms prior to any audit.



Section 5

- 5.3 g** Any other direct or indirect expense that City would not have incurred but for a claim that arises out of this agreement.

The Standard's group insurance policies include a provision that reads: Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or Employees.

Our group insurance policies do not contain a provision providing indemnification running from The Standard to the policyholder. However, The Standard will agree to indemnify The City of Coral Gables for any negligent, reckless or willful acts of The Standard's employees or officers in the performance of this contract through a separate contract or administrative agreement.

- 5.6.7.1.1** Additional insured status provided on a primary & non-contributory basis for general, ~~cyber~~ and auto liability.

Cyber insurers will not blanketly add an additional insured as they only underwrite to our exposure, not a third party. The cyber policy provides additional insured coverage for vicarious liability.

- 5.6.7.1.3** Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables ~~by the Insurance Company~~. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Our insurers will not send a notice of cancellation directly to the city. If sent, it would be sent by us.

- 5.6.8.1.1** A Certificate of Insurance containing the following information:

- 5.6.8.1.1.1** Issued to entity contracting with the City
- 5.6.8.1.1.2** Evidencing the appropriate Coverage
- 5.1.1.1.1.3** Evidencing the required Limits of Liability required
- 5.1.1.1.1.4** Evidencing that coverage is currently in force
- 5.1.1.1.1.5** Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies. A copy of each endorsement that is required by the City.

Please see the attached Certificate of Insurance.



5.6.8.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

This would not be provided by the insurer. If provided, it would be provided by Standard Insurance Company.

Detailed Responses for
RFP 2024-021

City of Coral Gables

Draft Implementation Plan

Responsibility	Activity	Date
City of Coral Gables	Carrier Selection	TBD
The Standard	Provide General Worksheets and Master Application	October 2024
The Standard City of Coral Gables	Conduct implementation meeting City of Coral Gables to coordinate alignment of resources: <ul style="list-style-type: none"> • Contact introductions • Plan design review • Claims procedure overview • Contract delivery timeline • Member communication • Communication of ongoing implementation status 	October 2024
City of Coral Gables	Return completed General Worksheets and Master Application	November 2024
City of Coral Gables	Discuss enrollment strategy, if needed, determine necessary enrollment materials and meetings	November 2024
The Standard	Provide draft contracts	November 2024
City of Coral Gables	Review and provide comments regarding draft contract	November 2024
City of Coral Gables	Submit census for final lives and volume	November 2024
The Standard	Prepare customized claim form for City of Coral Gables review	December 2024
City of Coral Gables	Provide feedback/signoff on customized claim form	December 2024
The Standard	Prepare initial premium statement with final lives and volume	December 2024
The Standard	Finalize contracts and deliver to City of Coral Gables	December 15, 2024
The Standard City of Coral Gables	Submit premium to The Standard	January 1, 2025
City of Coral Gables	Effective Date	January 1, 2025
The Standard City of Coral Gables	Post implementation check-ins	Ongoing



Standard Insurance Company – Public Sector Clients

Provide a list with contact information of all public sector clients in the last ten (10) years, and include if any, that have discontinued use of Proposer's services within the last two (2) years and indicate the reasons for the same. Additionally, please provide any documentation related to performance issues of the current or past contracts to include any non-performance reports or notices to cure. The City reserves the right to contact any reference or current customer identified as part of the evaluation process.

- a. Provide a list with contact information of all public sector clients in the last ten (10) years.

In Florida we have close to 300 public sector clients. We have thousands nationally. Due to the size of our book, it is not practical for the purpose of evaluation for us to list all of our public sector clients. Here are a few.

1. The School District of Okaloosa County
Russell Frakes
(850) 833-3190
2. The School District of Escambia County
Kevin Windham
(850) 469-6218
3. The City of Panama City
Vickie Lewis
(850) 872-3013
4. The City of Defuniak Springs
Julie Chance
(850) -790-1759
5. The Town of Davie
Grace Garagozzo
(954) 797-1094

- b. Clients that have discontinued use of Proposer's services within the last two (2) years and indicate the reasons for the same.

We really have not had many that have terminated in the last two years in Florida. We have been very fortunate to hold onto most of our public clients. Two terminations that come to mind are:

1. Seminole County BOCC – termed for rates
Wendy Garrett (407) 665-5272.
 2. City of Boca Raton – termed for rates
Kennie Wells (561) 393-7998
3. Provide any documentation related to performance issues of the current or past contracts to include any non-performance reports or notices to cure.

We consider this information to be proprietary and between us and the client.

Standard Insurance Company
As of December 31, 2023

LTD	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	127	153	138	145	111	99	107	69	44	32
Judgments for/against	7 / 1	6 / 0	5 / 1	8 / 1	6 / 0	12 / 2	1 / 2	0 / 0	5 / 0	10 / 1
Active	74	76	73	78	81	87	53	48	36	32

STD	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	3	8	5	5	1	4	3	2	2	1
Judgments for/against	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	1 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active	6	3	4	0	3	4	0	1	0	2

LIFE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	21	11	19	25	19	22	27	19	24	30
Judgments for/against	7 / 0	2 / 0	2 / 0	1 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	3 / 0
Active	13	14	13	16	20	25	18	23	27	13

DI	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	12	15	21	12	15	15	20	17	8	7
Judgments for/against	0 / 0	0 / 0	3 / 0	0 / 0	2 / 0	0 / 0	1 / 0	1 / 0	0 / 0	2 / 0
Active	15	16	10	10	12	14	15	7	6	8

DENTAL	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	0	0	0	0	0	0	0	0	0	0
Judgments for/against	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active	0	0	0	0	0	0	0	0	0	1

ABSENCE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	3
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						1	0	1	1	1

CRITICAL ILLNESS	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	0
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						0	0	0	0	0

ACCIDENT INSURANCE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	0
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						0	0	0	0	0

HOSPITAL INDEMNITY	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	0
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						0	0	0	0	0

Standard Life Insurance Company of New York
As of December 31, 2023

LTD	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	1	2	2	3	4	1	5	2	2	1
Judgments for/against	0	0	0	0	0	0	0	0 / 0	0 / 0	0 / 0
Active	2	2	3	3	1	2	1	2	0	2

STD	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	0	0	0	0	0	0	0	0	1	0
Judgments for/against	0	0	0	0	0	0	0	0 / 0	0 / 0	0 / 0
Active	0	0	0	0	0	0	0	0	0	0

LIFE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed	0	0	0	0	1	0	0	0	0	1
Judgments for/against	1 / 0	0	0	1 / 0	0	0	0	0 / 0	0 / 0	1 / 0
Active	0	0	0	0	0	0	0	1	1	0

DI	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed							2	0	0	0
Judgments for/against							0 / 0	0 / 0	0 / 0	0 / 0
Active							1	0	0	0

ABSENCE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	0
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						1	0	0	0	0

CRITICAL ILLNESS	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	0
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						0	0	0	0	0

ACCIDENT INSURANCE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	0
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						0	0	0	0	0

HOSPITAL INDEMNITY	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Settled or dismissed						0	0	0	0	0
Judgments for/against						0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Active						0	0	0	0	0



Standard Insurance Company – Lack of Restrictions or Exclusions Imposed

Provide a detailed description of the capabilities and competency, including but not limited to:

1. Provide details of the Proposer's lack of restrictions or exclusions imposed.

We've matched inforce with no exclusions.

Standard Insurance Company –
Lack of Restrictions or Exclusions Imposed

AM Best Rating Services

Standard Insurance Company

BestLink  AMB #: 007069 NAIC #: 69019 FEIN #: 930242990

Domiciliary Address

1100 S.W. Sixth Avenue
Portland, Oregon 97204-1093

[United States](#)

Web: www.standard.com

Phone: 971-321-7000

Fax: 971-321-5037

AM Best Rating Unit: [AMB #: 070398 - Standard Insurance Group](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [085358 - Meiji Yasuda Life Insurance Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 17, 2023
Initial Rating Date:	June 30, 1928

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 17, 2023
Initial Rating Date:	July 14, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)
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Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Jeffrey Lane

Director: Bridget Maehr

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of Members of Standard Insurance Group and Pacific Guardian Life Insurance Company, Limited](#)

November 17, 2023

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1928.

Financial Strength Rating

Effective Date	Rating
November 17, 2023	A
November 09, 2022	A
November 04, 2021	A
October 09, 2020	A
August 13, 2019	A

Long-Term Issuer Credit Rating

Effective Date	Rating
November 17, 2023	a+
November 09, 2022	a+
November 04, 2021	a+
October 09, 2020	a+
August 13, 2019	a+

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [070398 - Standard Insurance Group](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



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Press Releases

<u>Date</u>	<u>Title</u>
Nov 17, 2023	AM Best Affirms Credit Ratings of Members of Standard Insurance Group and Pacific Guardian Life Insurance Company, Limited
Nov 09, 2022	AM Best Affirms Credit Ratings of Meiji Yasuda Life Ins Co's US Subs Standard Ins Group and Pacific Guardian Life Ins Co, Ltd
Nov 04, 2021	AM Best Affirms Credit Ratings of Meiji Yasuda Life Insurance Co's U.S. Subs: Standard Ins Group and Pacific Guardian Life Ins
Oct 09, 2020	AM Best Affirms Credit Ratings of Members of Standard Insurance Group and Pacific Guardian Life Insurance Company, Limited
Aug 13, 2019	AM Best Affirms Credit Ratings of Members of Standard Insurance Group and Pacific Guardian Life Insurance Company, Limited

Page size: 10 23 items in 3 pages

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