

ITN ADDENDUM No. 3

**Group Insurance for Medical, Dental and Vision
Issued May 30, 2017**

FOLLOWING IS ADDITIONAL INFORMATION, CHANGES, CLARIFICATIONS, QUESTIONS AND RESPONSES RELATIVE TO ITN GROUP INSURANCE FOR MEDICAL, DENTAL AND VISION. THIS INFORMATION, CHANGES, CLARIFICATIONS SHALL AMEND ITN. THIS ADDENDUM WILL BECOME A PART OF THE PROPOSAL DOCUMENT.

1. Clarification to Section 1 General Information, Paragraph 10 – Consideration of Proposals and Award Contract.

The evaluation criteria below shall be used by the Selection Evaluation Committee to evaluate and score responsive, responsible and qualified Proposers.

	EVALUATION CRITERIA	WEIGHTED FACTORS
1	Cost of Benefit Program	45
2	Plan Benefits	30
3	Size of Provider Network	15
4	Experience, Skill, Ability and Past Performance	10
	Total	100%

Proposals are being requested for medical, dental and vision. Proposers may submit proposals for just one or more than one of these benefit categories. Evaluation and award will be by benefit category.

2. Add to Section I General Information the below paragraph for Protest Procedures:

Protest Procedures

- A. Right to Protest: Any interested party, who wishes to protest a PSTA decision or intended decision concerning a Proposal or a contract award, shall file a written Notice of Protest with the Chief Executive Officer of PSTA within seventy-two hours after the posting of the tabulation sheet or after the issuance of the notice of PSTA's decision or intended decision and shall file a formal written protest within ten days after the date of the Notice of Protest. The formal written protest shall state with particularity the basis of the protest, including the facts and law upon which the protest is based, and providing any supporting documentation. Failure to file a Notice of Protest or failure to file a formal written protest within the time periods set forth above shall constitute a waiver of protest.
- B. Providing a Bond: Any Proposer or person who files a protest shall file with PSTA, at the time of filing the formal written protest, a bond payable to PSTA in an amount equal to one percent of the estimate of the total value of the contract or \$5,000, whichever is less. Such bond shall be conditioned upon payment of all costs which may be adjusted against the protestor upon the conclusion of the protest proceedings. If the protest determination is not in favor of the protestor, PSTA shall recover all costs, damages and charges incurred by it

during the protest, excluding attorneys' fees. Upon payment of such costs and charges by the person or Proposer protesting the decision or intended decision, the bond shall be returned.

- C. Consideration of Protest: PSTA's Chief Executive Officer will consider all protests of a PSTA decision or intended decision concerning a Proposal solicitation or a contract award where the protestor has complied with the requirements of subsections A and B of this Article. The Chief Executive Officer shall not consider any protest presented orally or not presented within the time limits set forth in subsection A. The Chief Executive Officer shall provide the protestor and all other Proposer with a written determination of the protest within fifteen (15) days of receiving the formal written protest. The Chief Executive Officer's decision is final. The Chief Executive Officer may provide an opportunity to resolve the protest by mutual agreement between the parties within seven days, excluding Saturdays, Sundays and legal holidays, of PSTA's receipt of the formal written protest.
- D. Stay of Procurement during Protests: There shall be no stay of the Proposal process or the procurement during protests.
- E. Notice to Proposer: Bid tabulations with recommendations will be posted on a bulletin board maintained at PSTA's principal place of business for purposes of posting bid tabulations. Upon receipt of a formal written protest, PSTA will give notice of the protest to all Proposers, or if the Proposal already was awarded at the time the protest was filed with PSTA, only to the successful Proposer. When a protest results in a delay of an award of the contract pending the disposition of the protest, the Proposer whose Proposal might become eligible for award will be requested, before expiration of the time for acceptance of their Proposals (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-bidding.

3. Add to Section I General Information the below paragraph for Insurance Requirements:

Insurance. Before beginning work (including pre-staging personnel and material), the Provider shall obtain insurance at his expense. Delays in commencement due to failure to provide satisfactory evidence shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event the Provider has Subcontractors perform any portion of the work in this contract, either the Provider shall name those Subcontractors as "additional insurers" or each Subcontractors shall be required to have the same insurance requirements as the Provider. Insurance must be maintained throughout the entire term. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced. Delays in completing work resulting from failure of the Provider to maintain insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended. Coverage shall be provided by a company (ies) authorized to do business in the State of Florida. The company (ies) must maintain a minimum rating of A- as assigned by AM Best. If the Provider has been approved by the State Department of Labor, as an authorized self-insurer for Workers' Compensation, PSTA shall recognize and honor such status. The Provider may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Provider's Excess Insurance Program. If the Provider participates in a self-insurance fund, updated financial statements may be required upon request.

The Provider shall provide to PSTA's Purchasing Division satisfactory evidence of the required insurance, either:

- A Certificate of Insurance with an insurance endorsement

The acceptance and approval of the Provider's Insurance shall not be construed as relieving the Provider from liability or obligation assumed under this contract or imposed by law. PSTA, its employees and officers, will be included as "Additional Insured" on all policies, except Workers' Compensation.

Requirements – Commercial General Liability with, at minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits shall be \$1,000,000 Combined Single Limit (CSL)

An Occurrence Form policy is preferred. If coverage is a Claims Made policy, provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the expiration of the contract.

Vehicle Liability – Recognizing that the work governed by this contract requires the use of vehicles, the Provider, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-owned, and Hired Vehicles with minimum limits at \$1,000,000 Combined Single Limit (CSL)

Workers' Compensation – Prior to beginning work, Provider shall obtain Workers' Compensation Insurance with limits sufficient to meet Florida Statute 440. Provider shall maintain throughout, Employers' Liability Insurance with limits no less than:

- \$100,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$100,000 Bodily Injury by Disease, each employee

Professional Liability – Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Provider shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Provider arising out of work governed by this contract.

The minimum limits of liability shall be:

- \$3,000,000/\$3,000,000 Aggregate

- 3. Attached: PSTA's Letter designating Gehring Group as the Agent of Record for this procurement is attached to this Addendum #3 and made part of the RFP.**
- 4. Attached: PSTA's General Terms and Conditions are attached to this Addendum #3 and made part of the RFP.**