

**TRANSPORTATION AUTHORITY OF  
CALHOUN COUNTY (TACC)**



**RIDE  
CALHOUN**

**REQUEST FOR PROPOSAL (RFP) #02-2026:  
INSURANCE SERVICES**

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## 2.0 INTRODUCTION

The Transportation Authority of Calhoun County (TACC) is issuing a Request for Proposals (RFP) for experienced and qualified licensed brokers to provide consulting and insurance brokerage services for TACC's current and future needs. The selected broker will solicit the required insurance on TACC's behalf as required by internal policies, Collective Bargaining Agreement(s), and the rules and regulations of the Federal Transit Administration (FTA) and Michigan Department of Transportation (MDOT). **Minimum insurance requirements, as required by FTA and/or MDOT are included as Appendix G and Appendix H.**

The TACC is seeking brokers for Property and Casualty as well as Employee Benefits. Interested brokers may propose services for one or both areas of insurance needs.

Required insurance includes, but may not be limited to:

### Property & Casualty

Workers' Compensation

Commercial Property

General Liability

Excess General Liability

Crime

Auto Comprehensive

Auto Physical Damage

Directors and Officers Liability

Cyber Liability

Felonious Assault

Fiduciary Liability

Risk Mitigation Services

### Employee Benefits

Medical/Rx

Dental

Vision

Life Insurance

COBRA

Accidental Death and Dismemberment

Short Term Disability

Accidental Death & Dismemberment  
Voluntary

Long Term Disability Voluntary

Life Voluntary

Critical Illness and Hospitalization

Employee Assistance Program

**The effective date of coverage for Property and Casualty insurance must be on or before July 1, 2026.** The effective date of coverage for Employee Benefits must be on or before July 1, 2026, with medical, dental, and vision coverage beginning on or before January 1, 2027.

### 3.0 BACKGROUND

The Transportation Authority of Calhoun County (TACC) was created by the Calhoun County Board of Commissioners in September 2023. In November 2024, voters approved a dedicated public transportation millage to expand and enhance transit services in Calhoun County. The TACC currently serves the cities of Albion, Battle Creek, Marshall, and Springfield. Services were previously provided by the cities of Battle Creek and Marshall separately. The TACC became the designated recipient of State and Federal funding on October 1, 2025 and at that time entered into a support services agreement with the City of Battle Creek and the City of Marshall. The City of Battle Creek provides support for human resources, finance, IT, and other central services. The City of Marshall provides support for human resources, finance, and other central services.

**The agreements between the TACC and the Cities of Battle Creek and Marshall expire June 30, 2026, at which time all respective employees and assets will be transferred to the TACC.**

The TACC operates fixed route (RC Max), paratransit (RC Move), and demand-responsive services (RC Flex). Fixed route and paratransit services are limited to the cities of Battle Creek and Springfield, while all four cities may access demand responsive services. Vehicle types vary from large, fixed route buses, to small on-demand minivans, as well as administrative vehicles, maintenance vehicles, and shop equipment. All revenue vehicles are accessible and include wheelchair securement systems as well as ramps and/or lifts.

TACC real property includes three stand-alone buildings for operations, maintenance, and storage as well as two leased spaces for administration and/or storage. TACC maintenance staff complete vehicle maintenance - including major repairs and overhauls, tire mounting, welding, bodywork, and fabrication. Additionally, TACC maintenance staff complete facility maintenance including minor repairs, preventive maintenance, snow removal, and grounds keeping. The TACC also maintains approximately 25 bus shelters across the City of Battle Creek as well as approximately 350 bus stops (sign only).

TACC will directly employ 50 or more full-time employees, and up to 10 part-time employees after the transfer of employees on July 1, 2026. As TACC continues to grow, full time positions are budgeted to increase to 75 full time employees and no more than 15 part time employees. Employee benefits are subject to collective bargaining. Employees, currently insured under the City of Battle Creek group plans, are provided employer paid benefits including Dental, Life Insurance, and Employee Assistance Programs. Current City of Battle Creek group Medical/Rx plans include BCN HMO HDHP, and Simply Blue PPO HDHP. A 2026 City of Battle Creek (current coverage) Benefit Summary is included in this RFP as Appendix I. Employee Benefit proposals should address creative solutions to the application of current covered-employee deductibles from the current benefit year (Jan-Dec) to the proposal benefit year.

### 3.1 REVENUE VEHICLE FLEET INFORMATION

The revenue fleet consists of 10 fixed route buses, 4 paratransit vehicles, and 18 on-demand/demand responsive vehicles. The TACC intends to purchase 10 to 15 additional vehicles (fixed route and demand response) over the next two years to expand the fleet.

Vehicle Number	Model Year	Make	Model	VIN
<b>RC FLEX – On-Demand/Demand Response</b>				
164	2022	Chrysler	Voyager	*0173
165	2022	Chrysler	Voyager	*2335
166	2022	Chrysler	Voyager	*2338
301	2020	Dodge	Caravan	*4590
302	2022	Chrysler	Voyager	*1607
303	2022	Chrysler	Voyager	*1608
304	2024	Chrysler	Voyager	*3522
305	2024	Chrysler	Voyager	*3536
306	2024	MobilityTrans	SAFTBUS	*6243
307	TBD	MobilityTrans	SAFTBUS	*In production
308	2025	RAM	Promaster	*5455
309	2025	RAM	Promaster	*6949
DART 3	2023	Ford	E-450 (Cutaway)	*8234
DART 4	2023	Ford	E-450 (Cutaway)	*0203
DART 5	2020	Ford	E-450 (Cutaway)	*2977
DART 6	2020	Ford	E-450 (Cutaway)	*6655
DART 7	2019	Ford	E-450 (Cutaway)	*7184
DART 9	2018	Ford	E-450 (Cutaway)	*2184
<b>RC MOVE – Paratransit</b>				
167	2009	Ford	E-350 (Full-size Van)	*6820
169	2009	Ford	E-350 (Full-size Van)	*6821
170	2025	RAM	Promaster	*6711
171	2025	RAM	Promaster	*6764
<b>RC MAX – Fixed Route</b>				
625	2018	Gillig	Low Floor	*9485
626	2018	Gillig	Low Floor	*9486
632	2020	Gillig	Low Floor	*2926
636	2008	Gillig	Low Floor	*8439
637	2008	Gillig	Low Floor	*8440
641	2009	Gillig	Low Floor	*8448
642	2024	Gillig	BRT Low Floor	*0381
643	2024	Gillig	BRT Low Floor	*0383
644	2024	Gillig	BRT Low Floor	*0382
645	2024	Gillig	BRT Low Floor	*0914

### 3.2 ADMINISTRATIVE AND MAINTENANCE VEHICLES

Vehicle Number	Model Year	Make	Model	VIN
<b>Administrative Vehicles</b>				
121	2011	Dodge	Avenger	*2370
123	2011	Dodge	Journey	*0322
125	2012	Ford	Escape	*7871
<b>Maintenance Vehicles</b>				
122	1997	GMC	2500 Pick Up	*4943
127	2014	Ford	F150 Pick Up	*2548
<b>Equipment/Spare Vehicles</b>				
633	2006	Gillig	Low Floor	*7134
126	2014	Ford	E350	*6532
638	2008	Gillig	Low Floor	*8441
639	2008	Gillig	Low Floor	*8348
160	2013	Ford	E450	*0943
163	2016	Ford	E450	*0779
635	2006	Gillig	Low Floor	*7138

### 3.3 FACILITY LOCATIONS

Facility Type	Address	City State	Own/Lease
Operations	339 West Michigan Ave	Battle Creek, Michigan, 49037	Own
Maintenance	20 South Cass Street	Battle Creek, Michigan, 49037	Own
Storage	345 West Michigan Ave	Battle Creek, Michigan, 49037	Own
Administration	49 South Cass Street	Battle Creek, Michigan, 49037	Leased Space
Storage	900 South Marshall Ave	Marshall, Michigan, 49068	Leased Space
Operations	900 South Marshall Ave	Marshall, Michigan, 49068	Leased Space
Operations	119 South McCamly Street	Battle Creek, Michigan, 49017	Leased Space

### 3.4 CURRENT EMPLOYEE BENEFIT ELECTIONS

Benefit/Coverage Selected	Employees
Accidental Death and Dismemberment Voluntary (Dependent)	2
Accidental Death and Dismemberment Voluntary (Employee)	16
Accidental Death and Dismemberment Voluntary (Spouse)	4
Life Voluntary (Dependent)	12
Life Voluntary (Employee)	17
Life Voluntary (Spouse)	10
Dental	41
Medical/Rx	26
Vision	32
Group Hospital Indemnity	9
Group Critical Illness	18
Group Accident	16

## 4.0 SCOPE OF WORK

As the Broker for the TACC's Property and Casualty insurance and/or Employee Benefits, the contractor will be required to perform the following services:

- a. Review and analyze the terms and conditions of TACC's current insurance policies.
- b. Design, market, propose, and implement the broadest insurance program that adequately and economically protects TACC.
- c. Solicit proposals on TACC's behalf for insurance(s) TACC desires to secure, evaluate proposals, and make recommendations to TACC for further action.
- d. Represent TACC in all negotiations with insurers, underwriters, intermediaries, insurance regulators, and other parties.
- e. Monitor and assess the current market and provide information on market conditions.
- f. Provide recommendations to TACC regarding insurance that could result in cost savings for TACC and employees.
- g. Qualified personnel should be available for consultations, conference, marketing, and service, including the attendance at staff and Board meetings as directed by TACC staff.
- h. Request all necessary underwriting data from TACC ahead of each renewal. It is required that the broker develops and utilizes an exposure spreadsheet for the collection of data.
- i. Prepare coverage submission and review with TACC prior to release.
- j. Conduct an exposure analysis to determine all coverage needs of TACC.
- k. Provide a renewal proposal at least 60 days prior to renewal, summarizing results of all insurers approached for coverage.
- l. Bind coverage as directed (requires board approval).
- m. Provide necessary renewal documents to the Board prior to renewal date. Should include a written summary of coverage for all new coverages and updates on changes to existing coverages.
- n. Issue all insurance policies and/or employee benefits within 30 days of renewal. Any delay in policies/benefits needs to be communicated to TACC staff at least 30 days in advance.
- o. Respond to questions and inquiries from TACC. Serve as a resource for information on coverage issues, policy interpretation, claims issues, potential/new exposures, and other issues.
- p. Issue certificate(s) within 24 hours of request. Requests will be emailed to the broker contact.
- q. Provide periodic loss reports and recommendations.
- r. Disclosure of all sources of revenue in placing and servicing the account, and all revenues to other providers owned and non-owned.
- s. Ensure that TACC does not obtain unnecessary duplication of coverage and ensure that all coverage complies with state, federal, local, and TACC requirements. Provide assistance with claims reporting and coordination between TACC and insurance carriers.

- t. Provide broker’s annual claims review, loss projections, and forecasts.
- u. Be available as needed to assist in planning administration, communication, answering questions, and resolving issues that arise during the year, Contract administration, billing issues, and service provisions.
- v. Assist with the implementation/transitioning of carriers/administrators.

## 5.0 PROCUREMENT SCHEDULE AND TASKS

### 5.1 SCHEDULE

TASK	DATE
Date Issued:	February 12, 2026
Pre-Proposal Meeting:	No Pre-Proposal Meeting Required
Deadline for Questions Regarding this RFP	February 20, 2026, 5:00 p.m. EST
Answers to Questions Posted on Website	February 25, 2026
Proposals Due	March 3, 2026, 5:00 p.m. EST
Evaluation & Potential On-Site Presentation	March 6, 2026
Tentative Contract Award	March 11, 2026, 5:30 p.m. EST

### 5.2 PRE-PROPOSAL MEETING

There will be no pre-submission/pre-proposal meeting for this project.

### 5.3 INTERVIEWS AND PRESENTATIONS

TACC will schedule interviews and presentations for Proposers submitting proposals for this project. These interviews and presentations will allow selected Proposers to present their proposals and approaches to this project in greater depth.

TACC will expect the Project Manager/Proposer to take an active part in making the presentation at the Proposer’s interview. The Project Manager/Proposer would have day-to-day responsibility conducting services contracted or very closely supervising others’ work for the services contracted, if awarded.

The interview and presentation will last approximately one hour. Your presentation should be limited to approximately 30 minutes. The remainder of the time will be used for follow-up discussion and questions. The presentation will be held at TACC/Ride Calhoun Administrative Offices at 49 South Cass St., Battle Creek, Michigan, 49037. The option to use Microsoft Teams/Zoom may be utilized and will need to be requested in advance and coordinated by the Grants and Procurement Manager.

## 6.0 SUBMISSION/PROPOSAL REQUIREMENTS

Proposals shall contain the following items and follow the sequence outlined below. TACC will not respond to any Proposer's request for approval or exception unless the required documentation is furnished.

### 6.1 COVER LETTER

This section should provide a summary of the proposal(s). The cover letter must be signed by a representative of the company who is authorized to negotiate and sign a Contract on behalf of the company. Provide a company profile including the Proposer's name, business address, and telephone number, as well as a brief description of the Proposer's business size (nationally and/or locally), date of establishment, type of organization, and local organization structure. The primary Proposer must identify the name, telephone number and e-mail address for the contact person who will be the account manager. Identify all qualifications and organizational capabilities that will establish the Proposer as a satisfactory Proposer for the contract. Additionally, the Proposer should identify any subcontractors or sub-consultants that will be included in the Contract and provide details regarding their role in the project.

### 6.2 TECHNICAL PROPOSAL

Proposer should describe how their proposed solution(s) will meet the expectations and requirements presented in this RFP. The Proposer should consider how to meet the expectations and requirements while also addressing the goals presented for TACC and its customers.

- Proposer must demonstrate their understanding of the project and describe their approach to meeting TACC's objectives as outlined in section 3.0 Scope of Work.
- Where the technical specifications permit alternative means, Proposer should detail alternative recommendations to achieve the goals outlined in section 3.0 Scope of Work.
- To the extent that there are any disclaimers or caveats pertaining to the provision of services and start-up of services as described in section 3.0 Scope of Work, they must be listed. Except as clearly stated in this section, it shall be assumed that TACC's technical specifications shall supersede any and all such specifications that may be described and/or included in the proposal.

### 6.3 REFERENCES AND RELATED EXPERIENCE

This section of the proposal should establish the ability of the Proposer to satisfactorily provide the required services by demonstrating competence in the performance of services to be provided; record of satisfactory performance in similar contracts; and supportive client references. Provide examples of similar contracts that Proposer has undertaken (indicating current status of the contract) within the last three (3) years. For each reference cited as related experience, furnish the name, title, address, telephone number, and email of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.

### 6.4 COST PROPOSAL

Detailed cost information must be included as part of the cost proposal. Cost details will separate the cost of various parts of the project. The cost proposal for this RFP will reviewed separately from the proposed solutions. **Proposers should submit cost proposals as a separate document from the response to the RFP, clearly labeled as "PROPOSER NAME TACC RFP 02 2026 COST PROPOSAL.PDF".**

### 6.5 REQUIRED DOCUMENTS

Proposers must provide detailed responses to the questions/information requests below as part of their proposal.

- Provide evidence of your current insurance broker errors and omissions insurance.
- List the total annual premium volume of the Proposer's servicing office.
- Describe your firm's status with the insurance carriers your firm engages, and how it can benefit TACC.
- Describe any communication materials that your firm provides routinely to your clients. Please attach examples.
- List the carriers your firm would approach (in order of preference) for quotes for TACC's needs.
- All attached Federal Contract Clauses – signed by authorized representative.

### 6.6 VALUE-ADDED AND OPTIONAL SERVICES

The Proposer should offer to TACC any services not defined herein that it may consider a value-added service covered by the cost of fees included in this contract. Please provide the list of services with a detailed description of how the services would benefit TACC as a whole.

The Proposer can offer TACC additional services that would cost extra. If TACC would like to explore the additional services at an extra cost, then the Proposer and TACC can discuss further.

## 7.0 EVALUATION

### 7.1 GENERAL

Submissions will be evaluated and selected using the criteria and processes explained herein. Any and all deviations, clarifications, reservations, and additional or contradictory terms included in a Submission may result in rejection, at TACC's discretion. Further, TACC reserves the right to waive minor defects or irregularities in a Proposal.

### 7.2 ELIGIBILITY FOR AWARD

To be eligible for award, Respondents must be responsive and responsible.

Responsive Respondents are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Submissions that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

Responsible Respondents are those prospective Respondents who, at a minimum, must:

- a. Have sufficient financial strength and resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner.
- b. Comply with the required proposed delivery or performance schedule, taking into consideration all existing business commitments.
- c. Exhibit satisfactory performance and integrity on past and current contracts. Examples of ways to demonstrate this are references from past and current clients.
- d. Have necessary technical capability to perform.
- e. Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
- f. Are qualified as a manufacturer or provider of the equipment being offered.
- g. Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

### 7.3 EVALUATION OF SUBMISSIONS

The evaluation committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation pots, as separately determined by each team member, will be averaged and used to determine a final overall score. TACC may then select the proposal that is considered to be the most advantageous to TACC and recommend that proposal to the Board of Directors.

## 7.4 PROPOSAL EVALUATION CRITERIA

The specifications, as amended through the request for approval or exception process, and any addenda thereto, set the minimum requirements of the components, warranty, service support and other deliverables TACC requires through this procurement.

The award of this Contract shall be made to the Proposer whose proposal, in the opinion of TACC, best meets the established criteria listed herein.

Evaluation for this RFP will be conducted in two phases. A two-phased approach has been chosen to allow Proposers to better understand the level of effort required to service our account, so that the Proposer can provide an accurate cost proposal. The initial phase will include evaluation of qualifications and experience, approach to scope, value added services, and a presentation and interview of the key personnel that will be assigned to the account.

## 7.5 EVALUATION: PHASE ONE

### **Qualifications and Experience of brokerage Firm:**

- a. Review of narrative statement of qualifications of firm.
- b. Review of documentation of successful and reliable experience in past performance on contracts with similar requirements.
- c. Review of the proposing firm's history, including location of the servicing office and areas of specialty/competency.
- d. Review of why the Proposer believes they are the best firm to provide these brokerage services.
- e. Review of team that would be assigned to the TACC account.
- f. Review of firm's experience handling clients of similar size and scope of operations.

### **Approach to Scope of Work:**

- a. Proposer's demonstration of their understanding of the Scope of Work.
- b. Review of Proposers narrative answers to questions in Section 6.5.
- c. Proposer's approach to communication with client and availability of account representatives.
- d. How deep is your bench?
- e. Proposed implementation schedule.

### **Interview:**

- a. Key staff member's knowledge of proposed solution.
- b. Responses to TACC questions

Value Added Services:

- a. Review of value-added Services offered by Proposer.
- b. Review of how the additional services can provide potential cost-savings to TACC.
- c. Review of how the additional services can provide increased employee satisfaction and welfare.

CRITERIA	POINTS
Qualifications and Experience of Brokerage Firm	30
Approach to Scope of Work	30
Interview	20
Value Added Services	5

7.6 EVALUATION: PHASE TWO

**Cost Proposal:**

- a. Calculated score based on the fee structure submitted by the Proposer

CRITERIA	POINTS
Cost Proposal	15

7.7 SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to the RFP, a sample of three (3) Proposals, if available, awarded to the Proposer within the past two (2) years may be requested by the single Proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost Proposal in order to determine if the price is fair and reasonable.

7.8 PUBLIC DISCLOSURE OF PROPOSALS

TACC is subject to the Freedom of Information Act (FOIA). Therefore, the contents of this RFP and the Contractor’s Proposal submitted in response to this RFP shall be considered public documents and are subject to the FOIA statutes. As such, all Proposals submitted to TACC will be available for inspection and copying by the public after the selection process has concluded. There are, however, various items that may be exempt under public disclosure laws.

If any proprietary, privileged, or confidential information or data is included in the Contractor’s Proposal, each page that contains this information or data should be marked as such (e.g., “Proprietary,” “Confidential,” “Business Secret,” or “Competition Sensitive”) in order to indicate your claims to an exemption provided in FOIA. It is TACC’s sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the FOIA statutes. All data, documentation and innovations developed as a result of these contractual services shall become the property of TACC.

## 8.0 TERMS AND CONDITIONS

### 8.1 POSTPONEMENT OR CANCELLATION OF REQUEST FOR PROPOSALS

TACC reserves the right to cancel this RFP at any time or to change the date and time for submitting Proposals by issuing an addendum prior to the date and time established for proposal submittal.

### 8.2 ADDENDA

TACC reserves the right to amend this RFP at any time prior to the Proposal Due Date. Any such amendments will be issued as addenda to the RFP and will become part of the RFP. Addenda will be posted at [ridecalhoun.org](http://ridecalhoun.org). Receipt and review of Addenda by each Proposer must be acknowledged by submitting signed documents as part of the required materials for each Proposal submission. Failure to do so may result in the rejection of a Proposal, at TACC's sole discretion.

### 8.3 INQUIRIES/QUESTIONS/CHANGES TO THE RFP

All inquiries related to this project shall be directed through the Grant and Procurement Manager at [swedl@ridecalhoun.org](mailto:swedl@ridecalhoun.org). Any communication outside this method will not be accepted. Communication related to this RFP should not be made with any other representative of TACC.

### 8.4 INTERPRETATION OF RFP AND CONTRACT DOCUMENTS

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, scope or work, etc., must be requested in writing and with sufficient time allowed for a reply to reach Proposers before the submission of their Proposal. Any interpretation or change made will be in the form of an addendum to the RFP, scope of work, etc., as appropriate, and will be furnished as promptly as practicable to all parties to whom the RFP has been issued, but at least seven (7) calendar days prior to the Proposal due date. All Addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by TACC before the award of the Contract will not be binding upon TACC.

### 8.5 APPROVED EQUAL

In all cases, services and materials must be furnished as specified. Where brand names, manufacturers, or product names are used in the specifications, they are included for establishing a description of the item. This inclusion is not advocating or prescribing the use of a brand, item, or product. Whenever such names appear, requests for approved equal substitutions will be considered. Vendor's request for approved equals shall include all aspects

of product which would document the product's salient features. Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the Proposer must demonstrate the equality of this product to TACC to determine whether the Proposer's product is or is not equal to that specified.

If potential Proposer believes that their product is equal to the product specified, they must submit a written request to TACC via email at [swedl@ridecalhoun.org](mailto:swedl@ridecalhoun.org) by the date indicated on the Procurement Schedule. TACC will either approve or reject the request by the date indicated in the Procurement Schedule.

Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a Proposal may be cause of its rejection.

## 8.6 EXAMINATION OF RFP AND CONTRACT DOCUMENTS

Proposers are expected to examine the scope of services required, specifications, schedules, and all instruction. Failure to do so will be at the Proposer's risk. It is the intent of these specifications to provide services of first quality, and the workmanship must be the best obtainable in the various trades. The services which the vendor proposes to furnish must be of high quality in all respects. No advantage will be taken by Contractor or Vendor in the omission of any part or detail which goes to make the services complete. All manners of workmanship and material used in the production of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

Contractor will assume responsibility for all equipment used in the Proposal, whether manufactured by Contractor or purchased ready-made from a source outside Contractor's company. It is the sole responsibility of Contractor to read the specifications and understand them.

The submission of a Proposal shall constitute an acknowledgement, upon which TACC may rely, that the Proposer has thoroughly examined and is familiar with the solicitation, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed, which is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

## 8.7 COST OF PROPOSALS

TACC is not liable for any costs incurred by Proposers in the preparation, presentation, testing, or negotiation of Proposals submitted in response to this solicitation.

## 8.8 SAMPLES

Samples of items, when called for, must be furnished free of expense. Samples must be labeled with the Proposer's name, manufacturer's brand name and number, Proposal number, and item reference. Request for return of samples shall be accompanied by instructions, including shipping authorization and name of carrier, and must be received within 90 days after Proposal receipt date. If instructions are not received within this time, the commodities shall be disposed of by TACC.

## 8.9 MODIFICATION/WITHDRAWAL OF SUBMISSION PRIOR TO SUBMITTAL AND LATE SUBMITTAL

A modification of a Proposal already received will be accepted by TACC only if the modification is received prior to the Proposal Due Date, is requested by TACC, or is made in response to a request for revised Proposal. All Proposal modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

A Proposer may withdraw a Proposal prior to the Proposal Due Date by submitting to TACC a written request for withdrawal executed by the Proposer's authorized representative. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal in the time set for receipt of Proposals.

Any Proposal or modification of Proposal received by TACC after the exact time specified will not be considered.

## 8.10 ERRORS AND ADMINISTRATIVE CORRECTIONS

TACC will not be responsible for any errors in Proposals. TACC reserves the right to request an extension of the procurement period from Proposers.

TACC reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition, or similar administrative errors. The person signing the Proposal must initial erasures or other changes to entries made by the Proposer.

#### 8.11 COMPLIANCE WITH RFP TERMS AND ATTACHMENTS

TACC intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised not to take any exceptions. However, if there is a business need for an exception, such exceptions should be clearly defined in writing with the Proposal. Proposers shall submit Proposals which respond to the requirements of the RFP. An exception is not a response to an RFP requirement.

#### 8.12 CONFLICTS OF INTEREST AND GRATUITIES

Proposers are prohibited from engaging in any practice that may be considered a conflict of interest under existing Agency policies and/or state law, and to refrain from participating in any gifts, favors, or other forms of compensation that may be viewed as a gratuity in accordance with existing policies and laws.

No member, officer, or employee of the Agency or of a local public body during his or her tenure, or one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

#### 8.13 COLLUSION

The Proposer guarantees that the Proposal submitted is not a product of collusion with any other Proposer, and no effort has been made to fix the Proposal price of any Proposer or to fix any overhead, profit, or cost element of any Proposal price.

#### 8.14 PRICING, TAXES, AND EFFECTIVE DATE

The price to be proposed in any Cost Proposal request from any Respondent will include all items of labor, materials, tools, equipment, delivery, bonds, and other costs necessary to fully meet the requirements of TACC. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified. TACC is exempt from payment of Federal, Excise and Transportation Tax, and Michigan tax. Proposers will not include these taxes in their Cost Proposal. All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the Cost Proposal if required.

#### 8.15 REJECTION OF PROPOSALS

TACC reserves the right to reject any or all Submissions and to waive any minor informalities or irregularities.

## 8.16 EXCLUSIONARY OR DISCRIMINATORY SPECIFICS

TACC agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(3) by refraining from using any Federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications. TACC further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

## 8.17 PROTEST PROCEDURES

TACC maintains written procedures that must be followed for all Proposer protests. Proposer protest procedures are available by contacting the Grant and Procurement Manager at [swedl@ridecalhoun.org](mailto:swedl@ridecalhoun.org). Failure to comply with any of the requirements set forth in TACC's written Proposer protest procedures may result in the rejection of the protest.

Protests related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) working days prior to the date established for receipt of Proposals. If the protest addresses an amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for receipt of Proposals or five (5) working days after the date of issuance of the amendment, whichever is later. A written decision specifying the grounds for sustaining all or part of or for denying the protest will be transmitted to the protestor prior to the receipt of Proposals in a manner that provides verification of receipt. A notice of the decision shall be provided to all parties given notice of the protest and posted to [ridecalhoun.org](http://ridecalhoun.org).

Protests related to the recommendation for Contract award shall be submitted in writing and must be received by TACC within five (5) calendar days after the date such notification is publicly posted or sent to the Proposers, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the Proposer recommended for award in a manner that provides verification of receipt.

A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The Grant and Procurement Manager may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good causes. A protestor may file a protest with the FTA only after exhausting all administrative remedies provided by TACC, on the basis described in FTA Circular 4220.1G.

## 8.18 PROPOSAL ALTERNATIVES

Proposals shall address all requirements identified in this solicitation. In addition, TACC may consider Proposal alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in TACC's best interests. Proposal alternatives must be clearly identified.

## 8.19 AGENCY RIGHTS

TACC may investigate the qualifications of any Proposer, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the Services described in this RFP. TACC reserves the right to:

- a. Reject any or all of the proposals, at its discretion;
- b. Remedy errors in the RFP;
- c. Cancel the entire RFP;
- d. Issue subsequent RFP;
- e. Appoint evaluation committees to review proposals;
- f. Seek the assistance of outside technical experts to review proposals;
- g. Approve or disapprove the use of particular subcontractors and suppliers;
- h. Establish a short list of Proposers eligible for discussions after review of written proposals;
- i. Solicit best and final offers (BAFO) from all or some of the Proposers;
- j. Negotiate with any, all or none of the Proposers;
- k. Award a Contract to one or more Proposers;
- l. Accept other than the lowest priced proposal;
- m. Disqualify the proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s);
- n. Waive any informalities or irregularities in any proposal, to the extent permitted by law; and
- o. Award a Contract without interviews, discussions or negotiations.

## 8.20 INDEMNIFICATION

The Contractor shall, to the extent permitted by law: (1) protect, defend, indemnify and save harmless the Agency and its officers, employees, Board members, and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by the Agency and its officers, employees Board members, and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property

of any kind whatsoever, caused by the intentional misconduct or negligent acts, errors or omissions of the Contractor in the performance of the Contract, including intentional misconduct, negligent acts, errors or omissions of its officers, employees, servants, agents, Subcontractors and Suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the Agency and its officers, employees, Board members, and agents, including consultants, relating to such injury, death, loss or damage.

Each party shall promptly notify the other in writing of the notice or assertion of such claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The Agency shall not make any admission that might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority provided above. The Agency shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action, or proceeding, and shall be reimbursed by the Contractor for all reasonable costs incurred in doing so. The Agency shall have the right to be represented therein by advisory council of its own selection at its own expense.

The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, death or damages are caused solely by the negligent acts, errors or omissions of the Agency, its officers, employees, Board members, agents or consultants, including, without limitation, negligence in: (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order.

#### 8.21 TERMINATION FOR CONVENIENCE

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. Upon receipt of such Notice, the Contractor shall 1) deliver to TACC all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been prepared or developed by the Contractor, or its Subcontractors in performance under this Contract); and 2) take all other actions necessary to effect the termination.

The Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner

Agency directs. The Agency shall have the right to audit the termination claim according to the cost principles of FAR Part 31.

#### 8.22 TERMINATION FOR DEFAULT

If the Contractor fails to deliver supplies or to perform the services within the time specified in this Contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this Contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. The Agency shall have the right to audit the termination claim according to the cost principles of FAR Part 31. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency. The Contractor shall be liable for any excess costs of re-procurement experienced by the Agency and the Agency may withhold and set-off against any payments due the Contractor those excess costs.

#### 8.23 COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, applicable federal regulations, and FTA policies, procedures and directives, including those noted in the FTA's Master Agreement as it may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### 8.24 CHANGES OF LAW

Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Agency and the Contractor, and the final Contract price shall be adjusted upwards or downwards to reflect such changes in Law. Such price adjustment may be audited, where required.

#### 8.25 GOVERNING LAW AND CHOICE OF FORUM

This Contract shall be governed by the laws of State of Michigan without regard to conflict of law provisions. The Contractor consents to the exclusive jurisdiction of the State and federal courts exercising jurisdiction over Calhoun County, Michigan. Should the Parties agree to any form of Alternative Dispute Resolution, any such proceeding shall be held in Calhoun County, Michigan.

## 8.26 DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract that is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration) or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's direction.

- a. Notice of dispute. All disputes shall be initiated through a written dispute notice submitted by either party to the other party within 10 (ten) calendar days of the determination of the dispute.
- b. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between the Contracting Officer and the Contractor's executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in (a.) above. Within 14 (fourteen) calendar days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include: (1) a statement of the party's position and a summary of the arguments supporting that position, (2) any evidence supporting the party's position, and (3) the name of the executive who shall represent that party and of any others who shall accompany the executive in negotiations. Within 28 (twenty-eight) calendar days after delivery of the dispute notice, the designated officials of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

## 8.27 ACCESS TO RECORDS

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after

the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to the Agency, FTA and its contractors, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the State of Michigan, or any of their duly authorized representatives to inspect and audit records and information related to performance of this Contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit the Agency, FTA and its contractors, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the State of Michigan, or any of their duly authorized representatives access to the sites of performance under this Contract as reasonably may be required.

#### 8.28 WAIVER

In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term or condition of this Contract, such waiver shall not limit the waving party's remedies for any succeeding breach of that or any other term, covenant or condition of this Contract.

#### 8.29 REMEDIES NOT EXCLUSIVE

The rights and remedies of the Agency provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

#### 8.30 COUNTERPARTS

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

#### 8.31 SEVERABILITY

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

### 8.32 THIRD PARTY BENEFICIARIES

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

### 8.33 INDEPENDENT PARTIES

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the details of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary, or trustee of the Agency.

### 8.34 SURVIVAL

All provisions related to the following shall survive the nominal expiration or discharge of other Contract obligations, and the Agency may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

- Intellectual Property Warranty
- Data Rights
- Indemnification
- Governing Law and Choice of Forum
- Disputes
- Confidential Information
- Parts Availability Guarantee
- Access to Records

## 9.0 SPECIFIC CONTRACTUAL TERMS & CONDITIONS

### 9.1 CONTRACT

A Contract shall be issued referencing this solicitation. The Contract shall define and authorize the work by Contractor based on the prices agreed to by TACC. The Contract issued by TACC may reflect agreed to modifications of the Contract terms, funding, or other matters subject to TACC Terms and Conditions: Contract Changes.

A Contract resulting from this solicitation will be structured as a Firm Fixed Price contract. The Contract will be awarded to the Proposer whose Proposal is deemed to be the most qualified and is able to successfully negotiate rates with TACC.

## 9.2 CONTRACT, CONTRACT DOCUMENTS, AND PRECEDENCE

The documents (including portions of the solicitation) and material therein, listed below constitute the complete Contract (referred to throughout the solicitation as the “Contract”) between TACC and Proposer are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, the following order of precedence shall be applied:

1. Any required federal regulations that may not be altered by TACC.
2. Purchase order (or Agreement).
3. Contract amendments.
4. Solicitation and all issued addenda and approved equals.
5. Any optional federal regulations elected by TACC as expressly set forth herein.
6. Clarifications of and amendments to Contractor’s Bid as accepted by TACC; and Contractor’s Bid and Attachments, and all clarifications and amendments issued prior to Contract award.

## 9.3 CONTRACT TERM

The term of any Contract arising from this RFP shall begin with execution of the agreement for a period of Three Years. TACC reserves the right to extend the term of any Contract resulting from this RFP. Any extension will be in writing. The sum of the initial Contract and any extensions shall not exceed five years.

## 9.4 CONTRACT AWARD

Contract award will occur when TACC signs the Contract. No other act of TACC shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document and all included Terms and Conditions documents but will not be the authorization for the Contractor to proceed.

## 9.5 EXECUTION OF CONTRACT AND NOTICE TO PROCEED

Upon authorization by TACC’s Board of Directors, or designee, a Contract will be issued. The Proposer to whom TACC intends to award the Contract shall sign the Contract and return it to TACC. Upon receipt by TACC of any required documentation and submittals from Contractor, a Notice to Proceed may be issued, if appropriate. A Purchase Order, if appropriate, may serve as the Notice to Proceed.

## 10.0 FEDERALLY REQUIRED CLAUSES AND CONDITIONS

### 10.1 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the Solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who shall be subject to its provisions.

### 10.2 FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who shall be subject to the provisions.

### 10.3 FEDERAL FUNDING, INCORPORATION OF FTA TERMS AND CHANGES TO FEDERAL REQUIREMENTS

The provisions herein include certain standard terms and conditions required by the Department of Transportation, whether or not expressly set forth in this agreement. All contractual provisions required by DOT, as set forth in 2 CFR Part 200, and/or FTA Circular 4220.1G or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any Agency requests that would cause the Agency to be in violation of the FTA terms and conditions.

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Agency and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### 10.4 CIVIL RIGHTS

Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment

advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### 10.5 DISADVANTAGED BUSINESS ENTERPRISES

The resulting Contract shall be subject to the requirements of 49 CFR Part 26, as amended or interpreted from time to time by the US Department of Transportation or the Federal Transit Administration. No DBE goal has been established for this project.

#### 10.6 PROMPT PAYMENT TO SUBCONTRACTORS

Pursuant to 49 Code of Federal Regulations (CFR) Part 26, the Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than thirty days (30) days after receipt of any related Progress Payment received from Agency. The Contractor shall pay to each Subcontractor all amounts it has retained from payments under the Subcontract within thirty (30) days after the Subcontractor's work is satisfactorily completed. Any delay of payment beyond the thirty (30) day time limit shall be only for good cause, and only upon the prior written approval of Agency.

#### 10.7 DEBARMENT AND SUSPENSION

This Contract is a covered transaction for purposes of 2 CFR Parts 180 and 1200. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.945.

The Contractor is required to comply with 2 CFR 180, Subpart C, and must include the requirement to comply with 2 CFR 180, Subpart C, in any lower-tier covered transaction it enters into.

The Contractor must sign and submit the certification at FC5, below, and require its suppliers and subcontractors engaged in covered transactions to submit to the Contractor the certification at FC6 below. By signing and submitting the forms at FC5 and FC6, the signatories acknowledge:

Each certification is a material representation of fact relied upon by the Agency. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 2 CFR 180, Subpart C, while this Proposal is valid and throughout the period of any Contract that may arise from this Proposal. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 10.8 RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION – NOTIFICATION OF CONTRACTOR AND/OR SUBCONTRACTOR TO AGENCY AND AGENCY NOTIFICATION TO FTA

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Agency. This decision shall be final and conclusive and binding on the Contractor. In connection with any such appeal, the Contractor shall be afforded an opportunity to offer evidence in support of its position. The decision of the Agency shall be binding upon the Contractor, and the Contractor shall abide by the decision.

If a current or prospective legal matter that may affect the Federal Government emerges, the Agency is required to promptly notify the FTA Chief Counsel and FTA Regional Counsel. As such, the Contractor must promptly notify the Contracting Officer of any current or prospective legal matter that may affect the Federal Government or this Contract and require the same of its lower tier subcontractors and suppliers involved in any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any

Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

Additionally, the Agency must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel, if the Agency has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Agency and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Agency. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions. As such, the Contractor must promptly notify the Contracting Officer of any knowledge of potential fraud, waste, or abuse and require the same of its lower tier subcontractors and suppliers involved in any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

## 10.9 RESTRICTIONS ON LOBBYING

**Certification Requirements:** Contractors, at any tier, who apply for a Contract of \$100,000 or more, shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying". Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the Agency.

**Disclosure Requirements:** Any Proposer who has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action), which would be prohibited under 49 CFR part 20 if paid for with appropriated funds shall submit with its proposal a disclosure form, Standard Form - LLL, "Disclosure of Lobbying Activities."

#### 10.10 CLEAN AIR AND CLEAN WATER

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, and its regulations. The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed under this Contract.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act. The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed under this Contract.

#### 10.11 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### 10.12 SAFE OPERATION OF MOTOR VEHICLES

**Seat Belt Use:** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

**Distracted Driving:** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

#### 10.13 TELECOMMUNICATIONS EQUIPMENT

The Contractor is required to sign and submit the certification below, signifying compliance.

#### 10.14 FEDERAL TAX LIABILITIES AND RECENT FELONY CONVICTIONS

The Contractor is required to sign and submit the certification below, signifying compliance.

## 10.15 ADA ACCESS

The Contractor and any of its subcontractors or suppliers under this Contract agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

- DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- DOT regulations, "Americans With Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192;
- Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- Any implementing requirements FTA may issue.

## 10.16 USDOT NONDISCRIMINATION REQUIREMENTS

During the performance of the Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation

(hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the Contract.

2. Nondiscrimination. The Contractor, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

4. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by The Agency or the FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Agency, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of the Contract, the Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
- b. Cancellation, termination, or suspension of the Contract, in whole or in part.

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## APPENDIX A – TELECOMMUNICATIONS EQUIPMENT CERTIFICATION

### CERTIFICATION OF COMPLIANCE WITH FEDERAL CONTRACT CLAUSES

#### **Telecommunications Equipment**

The Contractor hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from procuring certain “covered telecommunications equipment or services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition. VENDOR represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the Agency that would cause the Agency to be in violation of the prohibition contained in the Act.

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Signature, Date, and Title

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APPENDIX B – FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS  
CERTIFICATION

CERTIFICATION OF COMPLIANCE WITH FEDERAL CONTRACT CLAUSES

**Federal Tax Liability and Recent Felony Convictions**

The undersigned hereby certifies that the Proposer, \_\_\_\_\_  
(Company Name)

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Additionally, the Contractor acknowledges that if it cannot so certify, the Agency must refer the matter to FTA and not to enter into any agreement with the Contractor without FTA's written approval.

Moreover, the Contractor acknowledges that it may not enter into any sub agreement related to this Contract without first obtaining a like certification from its subcontractor or supplier and will require its subcontractors and suppliers at every level to obtain like certifications in lower level transactions

\_\_\_\_\_  
Signature, Date, and Title

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APPENDIX C – DEBARMENT AND SUSPENSION (PRIME) CERTIFICATION

CERTIFICATION OF COMPLIANCE WITH FEDERAL CONTRACT CLAUSES

**Debarment and Suspension – Prime Contractor**

(1) The Proposer certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Signature, Date, and Title

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## APPENDIX D – DEBARMENT AND SUSPENSION (SUBS) CERTIFICATION

### CERTIFICATION OF COMPLIANCE WITH FEDERAL CONTRACT CLAUSES

#### **Debarment and Suspension – Subcontractors and Suppliers**

(1) The Prospective Subcontractor or Supplier certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Signature, Date, and Title

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APPENDIX E – LOBBYING CERTIFICATION

CERTIFICATION OF COMPLIANCE WITH FEDERAL CONTRACT CLAUSES

**Lobbying Certification**

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

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Signature, Date, and Title

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APPENDIX F – ACKNOWLEDGEMENT OF ADDENDA

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered nonresponsive to the Solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents:	
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Proposer:	
Name:	
Title:	
Phone:	
Street address:	
City, state, ZIP:	
_____	_____
Authorized Signature	Date

---

## APPENDIX G – MINIMUM INSURANCE REQUIREMENTS (FTA)

The Federal Transit Administration (FTA) Master Agreement v34, Section 21 states:

### Section 21. Insurance.

(a) Flood Insurance. The Recipient agrees and assures that its Third Party Participants will agree to comply with flood insurance laws and guidance as follows:

(1) It will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building.

(2) Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.

(3) It will follow FTA guidance, except to the extent FTA determines otherwise in writing.

(b) Other Insurance Requirements. It will comply with the insurance requirements normally imposed by its state and local laws, regulations, and ordinances.

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## APPENDIX H – MINIMUM INSURANCE REQUIREMENTS (MDOT)

The Michigan Department of Transportation (MDOT) Master Agreement 2026-004 states:

### 16. INSURANCE

The AGENCY will carry and maintain for the life of the PROJECT equipment, as a minimum, insurance or self-insurance as set forth in Exhibit A, dated December 9, 2016, attached hereto and made a part hereof. Insurance payment for loss or damage will be made to MDOT. The AGENCY will also provide and maintain public liability and property damage insurance, insuring as they may appear the interest of all parties to this Agreement against any and all claims that may arise out of the AGENCY's operation hereunder, as set forth in Exhibit A.

Agencies receiving operating funds will provide Workers' Compensation Insurance as required by law.

### EXHIBIT A INSURANCE REQUIREMENTS

All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable insurance (including self-insurances) carried by the STATE. The AGENCY also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

The AGENCY will comply with the following insurance requirements as applicable:

#### 1. Vehicle Insurance

- a. Motor vehicle insurance as required by P.A. 218 of 1956, as amended by P.A. 294 of 1972, the Michigan No-Fault Insurance Law.
  - i. Personal Protection Insurance as required by MCL 500.3101(1)
  - ii. Property Protection Insurance as required by MCL 500.3101(1)
  - iii. Residual Liability Insurance as required by MCL 500.3101(1)
  - iv. Self-insurance may be utilized provided the appropriate coverage, limits, and Secretary of State certification is provided. A One Million Dollar (\$1,000,000) minimum per occurrence limit should be carried.
  - v. The coverage specified above will be in the minimum combined single limit amount of One Million Dollars (\$1,000,000) per occurrence.
- b. Collision coverage as provided in P.A. 218 of 1956, MCL 500.3037 and comprehensive coverage as provided in P.A. 218 of 1956, MCL 500.2102 shall be carried. Both collision coverage and comprehensive coverage will be for the actual cash value of the vehicle. The amount of deductible for collision coverage and comprehensive coverage will be determined by the AGENCY and will be

payable by the AGENCY. The AGENCY with prior STATE approval may self-insure the collision and comprehensive coverage.

- c. The coverage specified above will name the AGENCY and the STATE as the insured.
2. Facility and/or Equipment Insurance (Non-vehicle) and Bonds
- a. Insurance – During the term of this Agreement, the AGENCY will:
    - i. Keep all buildings, improvements, and equipment in, on or appurtenant to the transportation facility or premises at the commencement of construction and thereafter, including all alterations, building, rebuilding, replacements, changes, additions, and all improvements, insured against loss, and all perils, in the amount not less than ninety percent (90%) of the full replacement value. The AGENCY will be responsible for the payment of any deductible. The AGENCY will maintain an annual inventory of all equipment purchased under this Agreement with current dollar values.
    - ii. Provide Commercial General Liability Insurance covering all operations by or on behalf of the AGENCY against claims for personal injury (including bodily injury and death) and property damage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) general aggregate.
  - b. Bonds – The AGENCY will require the successful bidder to procure and deliver to the AGENCY a Performance Bond and a Lien Bond each in an amount equal to the Agreement price, underwritten by a surety licensed to do business in Michigan, naming the AGENCY as the obligee. Such bonds will be delivered to the AGENCY prior to any construction work being performed.

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## APPENDIX I – CITY OF BATTLE CREEK (CURRENT BENEFIT) 2026 BENEFIT SUMMARY

The City of Battle Creek is pleased to provide a comprehensive compensation package that includes group health and welfare benefits. This booklet provides a general summary of these benefit options as a convenient reference. Please refer to the summary plan description, carrier policies, and/or Certificates of Coverage for detailed descriptions of the terms for each of these benefits.



### THE FOLLOWING PLAN OPTIONS ARE EFFECTIVE:

#### Plan Year Highlights



##### Medical/Rx Insurance

Blue Care Network [BCN] and Blue Cross Blue Shield of MI (BCBSM) will continue to be our Medical/Rx insurance providers and offers the following plans:

- BCN HMO HDHP
- BCBSM Simply Blue PPO HDHP (Base Plan)



##### Virtual Visits

Teladoc will continue to be our provider



##### Dental

BCBSM will continue to be our provider



##### Vision

NVA will continue to be our provider



##### Ambulance Service

LifeCare will continue to be our provider



##### Supplemental Life and Voluntary coverages

Guardian will be our new provider

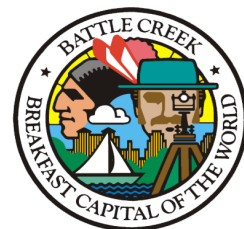


##### Employee Assistance Program

PineRest will continue to be our provider



City of Battle Creek  
2026  
Benefit Summary



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## Welcome

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#### Vision

NVA will continue to be our provider



#### Ambulance Service

LifeCare will continue to be our provider



#### Supplemental Life and Voluntary coverages

Guardian will be our new provider



#### Employee Assistance Program

PineRest will continue to be our provider

# Enrollment Session Preparation Worksheet

Bring this worksheet to your appointment with the Onsite Benefit Counselor to ensure your questions are answered about the benefits that are important to you and your family.



## My Information

- Is my address correct?  Employee ID# \_\_\_\_\_
- Cell Number \_\_\_\_\_
- Emergency Contact \_\_\_\_\_
- Email address \_\_\_\_\_

## My Dependent's Information

- SPOUSE  
Name: \_\_\_\_\_ DOB \_\_\_\_\_ SSN \_\_\_\_\_
- CHILD(REN)  
Name: \_\_\_\_\_ DOB \_\_\_\_\_ SSN \_\_\_\_\_  
Name: \_\_\_\_\_ DOB \_\_\_\_\_ SSN \_\_\_\_\_  
Name: \_\_\_\_\_ DOB \_\_\_\_\_ SSN \_\_\_\_\_

## My Beneficiary

- Name: \_\_\_\_\_ Percentage \_\_\_\_\_
- Name: \_\_\_\_\_ Percentage \_\_\_\_\_

## My Benefits

### Medical Insurance

- Review with the counselor primary care and specialty doctor office visits
- Review with the counselor prescription drug usage
- Do I understand the out of pocket expense for each plan, including the premium?

### Health Savings Account and Flexible Spending Account

- How much do I need to put aside for out of pocket medical related expenses this year?

### Dependent Care Account

- How much do I need to put aside for eligible dependent care services, such as before or after school programs, and child or adult daycare?

### Dental Insurance

- Do I understand Preventive Care?  Do I understand when I have to pay for care?

### Vision Insurance

- What are my needs for a vision plan?  Who in my family needs an exam, glasses or contact lenses?

### NEW CARRIER Life Insurance

- Confirm my coverage  Are my beneficiaries up to date?

### Voluntary Benefits

- NEW CARRIER** Accident - This coverage can help with out of pocket medical expenses due to an accident
- NEW CARRIER** Critical Illness - How would my savings be affected by an unexpected serious illness?
- NEW CARRIER** Hospital Indemnity - Coverage provides cash benefits for hospital and intensive care confinements and can help cover them as they happen

## Questions for the Benefit Counselor:

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## BE PREPARED! Your Appointment Session Checklist:

- Schedule your appointment with a Benefit Counselor at [www.myenrollmentschedule.com/battlecreekmi](http://www.myenrollmentschedule.com/battlecreekmi) or scan >>>
- Read your benefit materials prior to your appointment and write down any benefit related questions
- Complete your Enrollment Session Preparation Worksheet
- Be prepared to make benefit decisions during your 30-minute enrollment session
- Bring the dates of birth and social security number(s) for all eligible dependent(s) to your appointment



# 2026 Benefit Summary

## Eligibility

### Employee Eligibility

Employees who work at least 30 hours per week are eligible for all benefits under the plan. If you are a newly hired eligible employee, your Medical/Rx, dental and vision benefits will be effective on your date of hire.

### Dependent Eligibility

Your spouse and/or your children are eligible for the following benefits under the plan:

- » Medical and prescription drug
- » Dental
- » Vision
- » Supplemental life insurance
- » Voluntary Benefits

### Spouse Requirements

You may enroll your legal spouse in benefits under the plan.

### Child Requirements

The term child includes any of the following:

- » Your natural child or stepchild;
- » An adopted child or a child placed with you for adoption
- » A child for whom you are the legal guardian
- » A child for whom you are ordered to provide benefits for pursuant to a qualified medical child support order.

For Medical/Rx, dental and vision benefits, you may cover your child(ren) through the end of the year in which they turn age 26 regardless of marital, student or financial status.

You may also be able to enroll your disabled child who is age 26 or older in Medical/Rx benefits if they became totally disabled before the age of 19. You will be required to provide initial and periodic verification that your child's disability meets the plan's requirements for coverage.

### Employment Termination

If your employment with the City terminates, your Medical/Rx, dental and vision benefits will end on the date of your termination of employment. COBRA continuation coverage may be available for your Medical/Rx, dental, vision and health FSA benefits.



## Change in Status Events

### IRS CODE SECTION 125

Premiums for Medical/Rx, dental and vision benefits and contributions to FSA accounts are deducted on a pre-tax basis (to the extent permitted) through a cafeteria plan established under Section 125 of the Internal Revenue Code.

#### Change in Status

Your benefit elections remain in effect for the Plan Year. In general, you cannot make changes to your elections until the next open enrollment period. However, you can make changes during the Plan Year if you experience a change in status event and you notify Human Resources within 30 days of the change in status event. Any changes you make must be consistent with the change in status event. If you do not notify Human Resources within 30 days of the change in status event, you will not be allowed to make changes to your benefit elections until the next open enrollment period.

Some examples of change in status events are:

- » Changes in your marital status
- » Changes in your number of dependents
- » Changes in your employment status that affect your eligibility under the plan or a change in your dependent's employment status
- » Alternate open enrollment period for your spouse or child

Please contact Human Resources for a full list of change in status events.

#### Special Enrollment Rights

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 30 days after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption or placement for adoption.

Special enrollment rights are also available if you or your dependent becomes eligible for assistance under either a Medicaid plan or a state children's health insurance program. In that instance, you have 60 days to request coverage under the plan after such eligibility is determined.



**Medical/Rx Insurance: Overview**

	<b>BCN HMO HDHP</b>	<b>SIMPLY BLUE PPO HDHP</b>
Preventive Services	Covered 100%	Covered 100%
<b>Deductible</b>	<b>In-Network</b>	<b>In-Network/Out of Network</b>
Individual	\$1,700	\$2,000/\$4,000
Family	\$3,400	\$4,000/\$8,000
Deductibles Reset	January 1st	January 1st
<b>Coinsurance</b>	<b>In-Network</b>	<b>In-Network/Out of Network</b>
Member Responsibility	50% for select services After deductible	0%/20% After deductible
<b>Annual Out-of-Pocket Maximum</b>	<b>In-Network</b>	<b>In-Network/Out of Network</b>
Individual	\$2,350	\$3,000/\$6,000
Family	\$4,700	\$6,000/\$12,000
What Applies to Out of Pocket Max.	Deductibles/copays/coinsurance	Deductibles/copays/coinsurance
<b>Provider Copays</b>	<b>In-Network</b>	<b>In-Network/Out of Network</b>
Primary Care + Blue Care Online	100%	100%/20%
Specialist	100%	100%/20%
Urgent Care Facility	100%	100%/20%
Emergency Room	100%	100%/100%
High-Tech Imaging	100%	100%/20%
Percentage based copays are after deductible		
<b>Prescription Drugs [Rx]</b>	<b>In-Network</b>	<b>In-Network/Out of Network</b>
Preferred Generic	\$10	\$10/\$10 plus 20% of approved amount
Non-preferred Generic	\$30	\$10/\$10 plus 20% of approved amount
Preferred Brand	\$60	\$60/\$60 plus 20% of approved amount
Non-preferred Brand	\$80	\$60/\$60 plus 20% of approved amount
Preferred Specialty	20% up to \$200	\$60/\$60 plus 20% of approved amount
Non-preferred Specialty	20% up to \$300	\$60/\$60 plus 20% of approved amount
All copays are after deductible		
<b>Drugs [Rx] - Mail Order</b>		
Available for Tier I, II, III	3 x's copay less \$10	2 x copay
After deductible		

*This is intended as a high level summary. Please refer to the plan documents for full plan details.*

## Medical/Rx Insurance: Overview

### Premium Conversion

To help minimize your employee contribution for your Medical/Rx plan, the city of Battle Creek will continue to offer an IRC (Internal Revenue Code) Section 125 Premium Conversion Plan. This allows you to pay for your employee contribution on a pre-tax (before tax) basis. As a result, your net take home pay will be higher than if contributions were deducted on a post-tax (after tax) basis. Contributions taken on a pre-tax basis are not subject to federal, state or local income taxes or FICA taxes. The amount of savings depends on your individual contribution and tax bracket.

### 2026 Healthcare Premiums

The following chart provides employees with the contributions for the plans offered this year. Figures listed are subject to change if there is a change to the cost of insurance. Amounts paid by the City are limited by PA 152. For collective bargaining units that have an obligated requirement to pay a portion of their premiums, the following monthly and bi-weekly employee contribution rates are effective January 1, 2026.

Employee MONTHLY Contributions	BCN HMO HDHP	SIMPLY BLUE PPO HDHP
Single	\$142.49	\$164.68
2 Person	\$341.97	\$395.23
Family	\$427.46	\$494.04
Employee PER PAY Contributions	BCN HMO HDHP	SIMPLY BLUE PPO HDHP
Single	\$65.76	\$76.01
2 Person	\$157.83	\$182.41
Family	\$197.29	\$228.02



Blue Cross  
Blue Shield  
Blue Care Network  
of Michigan

Confidence comes with every card.®

Confidence comes with every card.®

Blue Cross  
Blue Shield  
Blue Care Network  
of Michigan



**Walgreens**  
Specialty Pharmacy

## Harness the power of an exclusive specialty program

AN ALLIANCE TO HELP REDUCE YOUR SPECIALTY DRUG COSTS AND ACHIEVE YOUR EMPLOYEES' HEALTH GOALS

Strengthened by our relationship with Walgreens Specialty Pharmacy, Blue Cross Blue Shield of Michigan and Blue Care Network can help reduce the cost of specialty drugs for your organization and its members. With a national scale and local presence in Michigan, Walgreens Specialty Pharmacy is focused on patient care and employer satisfaction.

**Walgreens Specialty Pharmacy reduces specialty drug spending and trends to improve your bottom line and your employees' care.**

### Comprehensive access to specialty medications

Walgreens Specialty Pharmacy gives Blue Cross and BCN customers specialty medications at competitive discounts. It also gives pricing predictability and coverage of specialty drugs your employees need, including providing nation-leading access to more than 170 of the most hard-to-access limited distribution drugs.

### Clinical audit programs

These cost management intervention programs uncover hidden spending, waste and trend drivers by ensuring specialty medications are dispensed to support appropriate use and cost-effectiveness. For example, dose optimization, one of several clinical audit programs, has yielded employers more than \$15 million in direct intervention savings.



## Employer-friendly, patient-centric

Walgreens Specialty Pharmacy is built to support the specialty pharmacy needs of your employees with care teams of pharmacists, patient care coordinators and patient financial service experts dedicated to helping patients minimize financial burden. Walgreens Specialty Pharmacy helps ease the burden on your employees by offering:

- Monthly refill reminders
- Adherence monitoring
- Proactive side effect management
- Member education to optimize therapy
- Prescription expiration notices to doctors
- 24/7 access to a pharmacist or nurse 365 days a year
- Centers of excellence model to ensure only experts in a given disease state are caring for our sickest members
- Injection training for newly prescribed members

## Connected Care program is evidence-based, clinically relevant and proven to work

When your employees use Walgreens Specialty Pharmacy for their specialty pharmacy care, they receive one-on-one pharmacist and drug-specific consultations. These innovative programs encompass all diseases and have been proven to:

- Decrease health care costs<sup>2</sup>
- Reduce or delay disease progression<sup>2</sup>
- Enhance employees' quality of life

For example, our Connected Care oncology program achieved savings of \$1,374 per treatment cycle for managed patients.<sup>3</sup>



### Connected Care

The Connected Care program supports patients' clinical goals and minimizes costs for all diseases, including:

- Hepatitis C
- Bleeding disorders
- Multiple sclerosis
- Cancer
- Pulmonary hypertension
- Cystic fibrosis
- Chronic inflammatory diseases

This list does not include all programs available.

### Case study: A successful dose optimization intervention

#### Current state

A patient is prescribed Inlyta®

Directions: Take seven 1 mg tablets by mouth twice daily

#### The solution

Recommend switching patient to one 5 mg tablet and two 1 mg tablets of Inlyta twice daily

- Decreases pill burden for patient
- Estimated savings to employer: \$7,426 per month

**Total yearly savings from one intervention: \$89,116<sup>1</sup>**

## Unique, convenient benefits

Through our exclusive specialty network, your employees can receive their specialty medications delivered to their homes or workplaces, or they can choose to pick up medicine at their local Walgreens retail pharmacies.

Employees even have the choice for more personalized care digitally through multiple technology platforms, including the Walgreens app and the Walgreens Specialty Pharmacy website, [WalgreensSpecialtyRx.com](http://WalgreensSpecialtyRx.com), which can save time, help your employees keep track of their specialty medications and eliminate trips to the pharmacy.

1. Walgreen Co. Data on file
2. Trombatt W, et al. Poster presented at: 27th Annual Meeting & Expo of the Academy of Managed Care Pharmacy; April 7-10, 2015; San Diego, CA.
3. Khandelwal N et al. Am J Manag Care. 2011; (5 Spec No.):e169-e173.
4. Prime Therapeutics, internal data. 2015. Prime Therapeutics Specialty Pharmacy claims

**Talk to your Blue Cross and BCN sales representative or contracted agent to learn more.**

[bcbsm.com/groupRx](http://bcbsm.com/groupRx)

Blue Cross Blue Shield of Michigan and Blue Care Network are nonprofit corporations and independent licensees of the Blue Cross and Blue Shield Association. Walgreens Specialty Pharmacy is an independent company providing specialty drug services on behalf of Blue Cross Blue Shield of Michigan and Blue Care Network.





# Virtual Care 2026

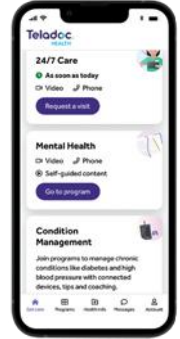
Previously Blue Cross Online Visits<sup>SM</sup>

## Virtual care that's always there

### GET CARE WHEN YOU NEED IT, WHEREVER YOU ARE.

With **Virtual Care** by Teladoc Health®, you and everyone on your health plan can get virtual medical and mental health care from a smartphone, tablet or computer.

Virtual Care is included with your Blue Cross Blue Shield of Michigan and Blue Care Network health care plan.



### 24/7 CARE

Have a virtual visit with a U.S. board-certified doctor for minor illnesses such as colds, sore throats, urinary tract infections and pink eye. Visits are available for adults and children.

Medical visits are available 24/7, anywhere in the U.S., when your primary care provider isn't available. You don't need an appointment and the average wait time is 10 minutes. Prescriptions, if needed, can be sent to your preferred pharmacy.

### MENTAL HEALTH

Through the Mental Health option, you can connect with a licensed therapist or U.S. board-certified psychiatrist when you're dealing with stressful situations or issues such as grief, anxiety and depression.

Mental health visits require an appointment, but many therapists and psychiatrists have evening and weekend availability.

## SIGN UP TODAY

Visit [bcbsm.com/virtualcare](https://bcbsm.com/virtualcare) for a link to download the Teladoc Health app.

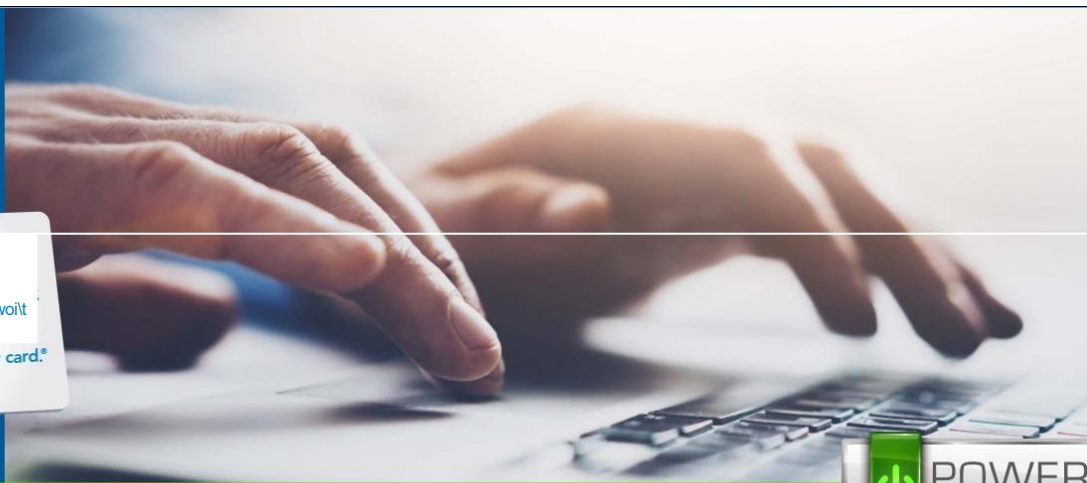


Family members ages 18 and older will need to create their own Virtual Care accounts. When updating or creating an account, choose your plan name and enter your member ID so your coverage is applied correctly. Call **1-800-835-2362** with any questions about your account or to arrange a telephone visit.



*All Virtual Care services from Teladoc Health are separate from virtual care other providers may offer. Remember to follow up with your primary care provider. Your plan may have copayments, deductibles and out-of-pocket costs.*

Teladoc Health® is an independent company that provides Virtual Care Solutions for Blue Cross Blue Shield of Michigan and Blue Care Network. Blue Cross Blue Shield of Michigan and Blue Care Network are nonprofit corporations and independent licensees of the Blue Cross and Blue Shield Association.



know. compare. choose.

## Register for your Blue Cross member account from any device

Your Blue Cross member account keeps your health care information securely in one place. Check your coverage, out-of-pocket balance, claims and more from your computer, smartphone or tablet.

HAVE YOUR BLUE CROSS OR BLUE CARE NETWORK ID CARD AVAILABLE - YOU CAN'T REGISTER WITHOUT IT.

Let's get started.

### REGISTER IN ONE OF TWO WAYS:

Go to [bcbsm.com/register](http://bcbsm.com/register).

1. Select *Register Now*.
2. Enter your first name, last name, enrollee ID and birth date.
3. Check that your information is entered correctly and select *Continue*.
4. Follow the instructions to verify your eligibility and identity.



### Use our app.

1. Download the app on the App Store® or Google Play™ (search for **BCBSM**).
2. Tap the **fi** app icon.
3. Tap *Register*.
4. Use the app to snap a photo of your ID card. Your enrollee ID number will be entered for you.
5. Enter your birth date and tap *Continue*. Verify your eligibility and identity.

Register today:

[bcbsm.com/register](http://bcbsm.com/register)

Get the app.



Search BCBSM.

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Google Play and the Google Play logo are trademarks of Google LLC.

### Dental Insurance: Overview

Blue Cross Blue Shield of MI	PPO Plan		
<b>Deductible (Applies to Class II and Class III services only)</b>			
Individual	\$25		
Family	\$75		
Deductibles Reset	January 1st		
<b>Annual Maximum Benefit</b>			
Per Member (Class I, II, and III)	\$1,500		
<b>Lifetime Maximum Benefit</b>			
Per Member (Class IV only)	\$1,000		
<b>Class I Services</b>		<b>Plan Pays</b>	<b>You Pay</b>
<b>Diagnostic and Preventive Services</b> -Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings, fluoride treatments and space maintainers.		80%	20%
<b>Emergency Palliative Treatment</b> - used to temporarily relieve pain		80%	20%
Radiographs- X-rays		80%	20%
<b>Class II Services</b>		<b>Plan Pays</b>	<b>You Pay</b>
<b>Oral Surgery Services</b> -Extractions and dental surgery, including preoperative and postoperative care		80%	20%
<b>Endodontic Services</b> - Used to treat teeth with diseased or damaged nerves (for example, root canals)		80%	20%
<b>Periodontic Services</b> - Used to treat diseases of the gums and supporting structures of the teeth		80%	20%
<b>Relines and Repairs</b> - Relines and repairs to bridges and dentures		80%	20%
<b>Minor Restorative Services</b> - Used to repair teeth damaged by disease or injury		80%	20%
<b>Major Restorative Services</b> - Used when teeth can't be restored with another filling material		80%	20%
<b>Class III Services</b>		<b>Plan Pays</b>	<b>You Pay</b>
<b>Prosthodontic Services</b> - Used to replace missing natural teeth		80%	20%
<b>Class IV Services:</b>		<b>Plan Pays</b>	<b>You Pay</b>
Orthodontic Services (to age 19)- Used to correct malposed teeth		50%	50%

**Network Access** To find a dentist that participates with the Blue Dental PPO visit [bcbsm.com](http://bcbsm.com) or 1-888-826-8152.

*This is intended as a high level summary. Please refer to the plan documents for full plan details.*

## Voluntary Vision Insurance: Overview

NVA— Buy Up Plan	
<b>Exam</b> Every 12 months	\$10 copay
<b>Lenses</b> Every 12 months	\$25 copay
<b>Frames</b> Every 12 months	<b>\$130 allowance plus 20% off the balance</b>
<b>Contact Lenses</b> Every 12 months	<b>\$130 allowance</b>

NVA – Base Plan	
<b>Exam</b> Every 12 months	\$10 copay
<b>Lenses</b> Every 12 months	\$25 copay
<b>Frames</b> Every 24 months	<b>\$200 allowance plus 20% off the balance</b>
<b>Contact Lenses</b> Every 24 months	<b>\$200 allowance</b>

### Network Access

Before enrolling in or using NVA, find a provider near you by:

- Visiting NVA’s website at [www.e.nva.com](http://www.e.nva.com) or download our mobile app by searching NVA Vision, or contact NVA’s Customer Service Department toll-free at 1-888-820-2990.
- Customer Service is available 24 hours a day, 7 days a week, 365 days a year.

If you select the vision plan, you will be responsible for **100% of the premium**. Please contact Human Resources for additional information. New employees are eligible for this coverage on their date of hire.

Vision Per Pay Contributions	Buy Up Plan 12/12/12	Base Plan 12/12/24
Employee	\$3.47	\$3.23
Employee + Spouse	\$5.83	\$5.45
Employee + child(ren)	\$5.95	\$5.56
Family	\$9.60	\$8.96



*This is intended as a high level summary. Please refer to the plan documents for full plan details.*

## Life Insurance - Basic & Supplemental

### Basic Life and AD&D Insurance



City of Battle Creek provides **Basic Life insurance with an AD&D benefit** to full-time employees working 30 or more hours per week. **This coverage is 100% employer paid** and insured through Guardian.



**Coverage Amount:**

**Employee:** 2 x Basic Annual Earnings to a maximum of \$400,000

**Spouse:** \$10,000

**Each Child:** \$5,000

Benefits reduce 35% at age 70 and 50% at age 75.(of original amount)

### Supplemental Term Life & AD&D Insurance



**Employee Supplemental:**

You may purchase additional amounts of life insurance coverage to best fit your financial protection needs. Coverage is available in multiples of \$10,000 up to \$500,000, but not to exceed 5 times your annual base salary or \$500,000, whichever is less. Contributions for supplemental life coverage will be deducted from your pay in 24 payroll deductions.

**Dependent Supplemental:**

You may purchase life insurance for your spouse in increments of \$5,000 not to exceed 100% of Employee Amount. You may purchase life insurance for your dependent child in increments of \$2,000 not to exceed 100% of Employee Amount.

Benefits reduce 35% at age 70 and 50% at age 75.(of original amount)

### Beneficiary Designation

Please remember to update your Beneficiary Designation whenever your circumstances change (i.e. marriage, divorce, death, birth/adoption of a child). Contact your HR Generalist at 269-966-3314 ext. 1292 for direction.

### LifeCare Ambulance Service

CoBC is partnering with LifeCare Ambulance Services to provide employees with coverage for the cost of service and transport when required for emergency medical needs. This policy will cover the portion of the cost that is not currently covered by the medical plans offered by the City.

For additional information or enrollment forms please contact your HR Generalist at 269-966-3314 ext. 1292 to enroll.



# Critical illness insurance

Critical illness insurance may help you cover expenses not covered by your health insurance.

It's a cash payment you receive if you ever experience a serious illness like cancer, a heart attack, or a stroke, giving you the financial support to focus on recovery.

## Who is it for?

Critical illness insurance is a supplemental policy for people who already have health insurance. It provides you with an additional payment to cover expenses like deductibles, treatments, and living costs.

## What does it cover?

Critical illnesses include strokes, heart attacks, Parkinson's disease and cancer. Our policies can cover over 30 major illnesses, helping you stay financially stable by paying you a lump sum if you're diagnosed with one of them.

## Why should I consider it?

Health coverage is becoming more expensive, with higher co-pays, premiums, and deductibles. Critical illness insurance is an affordable way to supplement and pay for additional expenses that your health insurance doesn't cover. Our policies typically provide payments for the first and second time you're diagnosed with a covered illness.

Plus, critical illness insurance is portable and payments are made directly to you.

You will receive these benefits if you meet the conditions listed in the policy.



## Critical costs

John is hospitalized after a heart attack, and has to cover the cost of five days as an inpatient.

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Average heart attack hospitalization expense: **\$53,000**

Average Major Medical deductible: **\$1,500**

Major Medical covers 80% of the cost after the deductible is met, but John's still responsible for 20%: **\$10,300**.

Total out-of-pocket amount for John (deductible + coinsurance): **\$11,800**.

John has a **\$10,000** Guardian Critical Illness policy, which covers the majority of these out-of-pocket expenses.

This example is for illustrative purposes only. Your plan's coverage may vary. See your plan's information on the following pages for specific amounts and details.



# Accident insurance

Accidents happen. With accident insurance, you can help them hurt a bit less.

Accident insurance is an extra layer of protection that gives you a cash payment to help cover out-of-pocket expenses when you suffer an unexpected, qualifying accident.

## Who is it for?

Nobody can predict when an accident might happen. That's why accident insurance is an important add-on policy for people who want to supplement the health and disability insurance coverage they already have individually or through an employer.

## What does it cover?

Accident Insurance pays you lump sum of benefits after you suffer an accident. This could be more than 40 different circumstances, including: emergency treatment, ambulance, burns, dislocations, fractures, hospital confinement, and surgery.

## Why should I consider it?

Health coverage may become more expensive, with higher co-pays, premiums, and deductibles. Accident insurance can be a simple, affordable way to help supplement and cover additional expenses your health and disability insurance may not cover, including x-rays, ambulance services, deductibles, and even things like rent or groceries.

Plus, accident insurance is portable and payments are made directly to you.

You will receive these benefits if you meet the conditions listed in the policy.



## Added support during recovery

Amanda breaks her leg falling off her bike and needs emergency treatment.

Average non-surgical broken leg treatment expense: **\$2,500**

Average Major Medical deductible: **\$1,500**

Major Medical covers 80% of the surgical cost after the deductible is met, but Amanda's still responsible for 20%: **\$200**

Total out-of-pocket amount for Amanda (deductible + coinsurance): **\$1,700**

Amanda's Guardian Accident policy pays her a benefit of **\$1,700**, which covers all of her out-of-pocket expenses.

This example is for illustrative purposes only. Your plan's coverage may vary. See your plan's information on the following pages for specific amounts and details.

## Global Emergency Assistance Services

Connects you to qualified healthcare providers, hospitals, pharmacies and other services if you experience an emergency while traveling 100 miles away from home or outside the country for up to 90 days. Requests for reimbursement for medical transport or other services arranged independently by you will not be accepted.

### How it can help



#### Medical Emergency Assistance

- Medical consultation, evaluation, and referrals
- Medical monitoring
- Emergency medical evacuation
- And more



#### Travel Emergency Assistance

- Care of minor children
- Compassionate visit
- Return of traveling companion
- And more



#### Additional Emergency Assistance Services

- Lost luggage
- Document assistance
- Legal and interpreter referrals
- And more

#### ID Theft Protection Services

Prevention and resolution tools to safeguard your data and restore its integrity if it is used fraudulently. Services include:

- 24/7 access to identity protection specialists
- Credit card and document registration
- Lost and stolen credit and debit card assistance
- 24/7 identity fraud support

**This service is only available if you purchase qualifying lines of coverage. See your plan administrator for more details.**

ComPsych Corporation (ComPsych) is a vendor to The Guardian Life Insurance Company of America (Guardian). ComPsych and Guardian are not affiliated entities. Global emergency assistance services (Services) are provided by ComPsych through its subcontractor Assist America. Guardian does not control or provide any part of the Services and does not bear any liability for their provision. This informational resource is not a contract and is for illustrative purposes only. Only the policy contains applicable terms. Guardian and ComPsych reserve the right to discontinue Services at anytime without notice. Services may not be available in all states. Global emergency assistance services are not available in the state of New York. Provision of Services shall be in a manner consistent with applicable law.



### How to access

Reference number  
01-AA-GLI-10231



#### Call

1 800 872 1414 (within the US)  
1 609 986 1234 (outside the US)



#### Email

[medservices@assistamerica.com](mailto:medservices@assistamerica.com)



#### Download

Assist America mobile app  
Available on Google Play and  
the App Store

### How to access ID Theft Protection

Access code  
18327



#### Call

1 877 409 9597 (within the US)  
1 816 396 9192 (outside the US)



# Hospital indemnity insurance

Hospital indemnity insurance can cover some of the cost associated with a hospital stay, letting you focus on recovery.

Being hospitalized for illness or injury can happen to anyone, at any time. While medical insurance may cover hospital bills, it may not cover all the costs associated with a hospital stay. That's where hospital indemnity coverage can help.

## Who is it for?

Hospital indemnity insurance is for people who need help covering the costs associated with a hospital stay if they suddenly become sick or injured.

## What does it cover?

If you are admitted to a hospital for a covered sickness or injury, you'll receive payments that can be used to cover all sorts of costs, including:

- Deductibles and co-pays.
- Travel to and from the hospital for treatment.
- Childcare service assistance while recovering.

## Why should I consider it?

Health coverage is becoming more expensive, with higher co-pays, premiums, and deductibles. Hospital indemnity insurance can help pay for out-of-pocket costs associated with being hospitalized, giving you more of a financial safety net for unplanned expenses brought on by a hospital stay.

Plus, hospital indemnity insurance is portable and payments are made directly to you – even if you didn't incur any out-of-pocket expenses.

You will receive these benefits if you meet the conditions listed in the policy.



## Be prepared

John is hospitalized after a heart attack, and has to cover the cost of five days as an inpatient.

Average heart attack hospitalization expense: **\$53,000**

Average Major Medical deductible: **\$1,500**

Major Medical covers 80% of the cost after the deductible is met, but John's still responsible for 20%: **\$10,300**.

Total out-of-pocket amount for John (deductible + coinsurance): **\$11,800**.

John's Guardian Hospital Indemnity policy pays him **\$1,000** for hospital admission.

The policy gives him a total payment of **\$1,000** to help cover the out-of-pocket amount.

This example is for illustrative purposes only. Your plan's coverage may vary. See your plan's information on the following pages for specific amounts and details.

## Employee Assistance Program (EAP)

The **PineRest Employee Assistance Program** recognizes that a healthy, non-distracted employee is more likely to be a productive employee. We support employers in the development and maintenance of well-led, focused, resilient work teams by applying behavioral health expertise to life's challenges. Services will be designed to support the unique human resource objectives and corporate culture of your organization.



### **Hotline Service—1-800-442-0809**

- Free 24-hour, 7 day access to a Pine Rest counselor.
- Telephone consultation with Pine Rest staff of Psychologists or masters level Clinical Social Workers.
- During this initial call individuals may request information, discuss personal problems and obtain assistance in problem assessment and/or resolution, or request a referral to an appropriate Pine Rest clinician for face-to-face assessment.
- Individuals have unlimited access to the **Hotline**.

### **Confidential Counseling**

Free, confidential counseling is available through the Employee Assistance Program (EAP) in two ways: 1) at an outpatient clinic location, or 2) via an online telehealth session.

### **Legal Consultation**

Whether you need a legal opinion about a family or domestic relationship, require help solving a landlord-tenant dispute, require assistance with a real estate matter or have a business issue, speaking with an attorney can be helpful. Your EAP has negotiated a free consultation and discounted hourly rates for EAP members at the West Michigan law firm of Rhoades McKee. Rhoades McKee attorneys provide up to 30 free minutes of free consultation by telephone.

### **Financial Consultation**

Through your EAP you can access an expert to discuss budgeting decisions, taxes, wealth management, etc. Simply by identifying your employer as a Pine Rest EAP customer you can receive a free 30-minute telephonic consultation plus a 20% discount off professional services for one year.

### **Elder Care Consultation**

Many are faced with the daunting challenge of caring for an elderly loved one. Your EAP provides telephonic access to an elder care specialist at Pine Rest, who works directly with you to make a careful assessment of the individual's care needs. The specialist will provide education and contact information for available local care and service options, guiding you throughout the selection process.

### **Online Library**

Through Personal Advantage service, a cloud-based library, you have free access to thousands of health and wellness, financial, tax and legal articles, videos, forms, calculators and assessments. The health and wellness section along contains over 2,000 Harvard Medical School reviewed articles, 700 videos and dozens of health assessments. Use the password: CityBCEAP to access the library.



# 2026 Benefit Summary

## Health Savings Account (HSA)

A Health Savings Account (HSA) is a cross between a flexible spending account (FSA), an IRA, and a 401(k)/403(b). Only those who enroll in the Simply Blue PPO HDHP or the BCN HDHP have the option to participate in the HSA, if eligible. You can access your HSA to pay for eligible expenses. In addition, your account has the ability to grow, year-to-year, tax deferred. HealthEquity will be the HSA third party trustee. The HSA account is your property and responsibility. Like a 401(k)/403(b), it is your money and stays with you.

### Eligibility

You must meet certain other requirements in order to participate in the HSA Contribution Feature. To be eligible, you must:

- (a) Be covered by the Simply Blue High Deductible Health Plan or the BCN High Deductible Health Plan;
- (b) Not be claimed as another person's tax dependent;
- (c) Not be covered by Medicare; and
- (d) Not have any health coverage other than coverage under a High Deductible Health Plan, except—Permitted Insurance or—Permitted Coverage, whether or not such coverage is sponsored by your Employer. Other coverage that will disqualify you from being eligible for the HSA Contribution Feature includes, but not limited to, coverage under your spouse's health plan, coverage under your spouse's medical expense reimbursement plan or flexible spending account, and coverage under a health reimbursement arrangement, including your spouse's health reimbursement arrangement.

### HSA Employee Funding

The Statutory Maximum HSA Contribution for 2026 calendar year is \$4,400 for a single and \$8,750 for two person or family. If you are age 55 or older, you can make an additional catch-up contribution amount of \$1,000 in 2026. The HSA cannot receive contributions after you have enrolled in Medicare.

You are permitted to adjust your HSA pre-tax election monthly.



## Health Savings Account (HSA)

### Consideration

A HSA is an employee's property and HSA account holders are responsible for ensuring they meet the eligibility requirements for the pre-tax benefit as well as ensuring the funds are used to pay for qualified Medical/Rx expenses. The HSA is separate from the Medical/Rx high deductible plan and is a bank account used to help pay for those expenses not covered by the plan with pre-tax dollars. The next few pages provides an overview of the important requirements as well as some commonly asked questions. We encourage you to contact your tax adviser with specific HSA questions as the impact of these accounts changes based on circumstances.

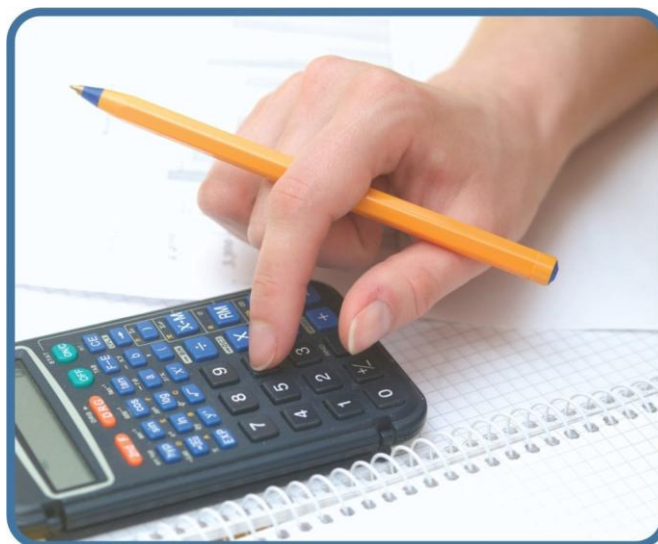
### Using Your HSA

Money in your HSA can be used to pay for a variety of healthcare-related expenses for you and your IRS eligible dependents (any out of pocket Medical/Rx, dental and vision coverage after the insurance plan pays or processes the claim) ranging from routine physicals to prescription drugs. A full listing of eligible expenses can be found at: <http://www.irs.gov/pub/irs-pdf/p969.pdf>. To pay for expenses, you simply present your HSA debit card to your provider, and money will be deducted directly from your HSA.

Keeping track of your account balance is easy. You can review your account information 24/7 by logging onto the [www.BCBSM.com](http://www.BCBSM.com) website. You will need to select the "my coverage" tab and it will take you through the necessary prompts or you can contact HealthEquity at 877-284-9840.

Your HSA money is tax-free as long as it is used to pay for qualified Medical/Rx expenses. If you use the money for any other reason, you will be required to pay income tax and a 20% tax penalty on that amount (you will not pay a penalty if you are disabled or age 65 or older).

**Please note that you are not required to submit receipts for the purchases that you make. It is your responsibility to keep the supporting records to show the Internal Revenue Service whether you used the funds to pay qualified Medical/Rx expenses.**



## Health Savings Account (HSA)

### Frequently Asked HSA Questions

#### What is my HSA?

Your HSA is a health savings account (as defined under the Internal Revenue Code) established by you with a third party trustee/custodian (e.g., bank or insurance company) that is authorized to be the trustee of HSAs. Your Employer does not establish or sponsor your HSA. Furthermore, your Employer does not own your HSA; it is owned by you.

You may invest the funds in your HSA as allowed by the trustee/custodian of the account. HealthEquity will allow you to invest balances over \$2,000. Your employer has no control of or responsibility for the investment of your HSA.

#### What are the limits on the amount of contributions?

The total contributions made by you and/or made on your behalf (i.e., contributions by your Employer) into HSAs owned by you are subject to a maximum contribution limit. **The Statutory Maximum HSA Contribution for 2026 calendar year is \$4,400 for a single and \$8,750 for a family (2 or more members).**

You are allowed to make or receive an additional catch up contribution for the year in which you will attain age 55 before the end of the year and for any year thereafter while you remain eligible. The catch up contribution is currently \$1,000 per year.

If you are eligible for contributions for only a portion for the year, your maximum contribution (including catch up contributions) is determined in accordance with the following rules:

- (a) **Not Eligible on December 1st.** If you cease to be eligible for contributions prior to December 1st of a particular year, the contribution limit for that year will be a fraction of the maximum contribution for the full year based upon the number of months in which you were eligible.

**For Example,** if you have single coverage under a qualifying High Deductible Health Plan, you are not eligible for catch up contributions, but are eligible only during January through June (i.e., six months of the year), your maximum contribution would be limited.

- (b) **Eligible on December 1st.** If you become eligible for HSA contributions during a particular year and you are eligible as of December 1st of that year, your maximum contribution for that year is the full indexed amount.

However, if you become ineligible for HSA contributions during the twelve (12) month period beginning with December of that year, you will not be entitled to the full maximum contribution. Instead, your maximum contribution will be a fraction of the maximum contribution for the full year based upon the number of months in which you were eligible during that year. The excess contributions will be included in your gross income and an additional tax will be imposed on those contributions.

If you are married and both you and your spouse have coverage under a Qualifying High Deductible Health Plan, the lower annual deductible is used to determine the contribution limit. If both you and your spouse have health savings accounts, the limit is divided equally between you (unless you agree to a different allocation).

Rollover contributions may also be made to an HSA from another health savings account or from an Archer MSA. Rollover contributions are not subject to the contribution limit described above, however, exclusions do apply.

## Health Savings Account (HSA)

### Frequently Asked HSA Questions

#### What happens if my contributions exceed the contribution limit?

If the contributions to your HSA exceed the applicable maximum contribution limit for a year, generally the excess contributions will be included in your income and an excise tax will be imposed upon them. You will also be taxed on any earnings earned on the excess amounts. However, you can avoid the excess tax if you take a distribution of the excess contributions (and the net income attributable to the excess contribution) before the last day (including extensions) for filing your federal income tax return. This distribution must be included as a taxable income when you file your taxes.

#### What are the tax consequences of the HSA Contribution Feature?

The contributions made under this HSA Contribution Feature will not be included in your gross income, unless they exceed the applicable maximum contribution limit as discussed above.

#### What are the rules regarding distributions from my HSA?

Your Employer has no control over or involvement with distributions made from your HSA. Your Employer does not substantiate expenses for which such distributions are made. Information regarding the procedure for obtaining distributions and the consequences of taking distributions is available from HealthEquity.

#### When does my participation end?

Participation in the HSA Contribution Feature ends upon the earlier of the date your participation in the Plan ceases or the date you no longer satisfy the eligibility requirements of the plan. You need not be a participant in the HSA Contribution Feature (or be employed by the Employer) in order to obtain distributions from your HSA. In addition, you may make contributions to your HSA outside this Plan, provided you are eligible to do so under IRS rules, after you have left employment with the Employer or have ceased to be a participant in the Plan.

**NOTE:** This HSA Contribution Feature is **not** a group health plan for purposes of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA), the Family and Medical Leave Act (FMLA), and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). COBRA, FMLA, and USERRA do not apply to this HSA Contribution Feature. However, COBRA, FMLA, and USERRA may apply to the Qualifying High Deductible Health Plan.

#### Can the contributions made to my HSA be forfeited?

No, once the contributions have been deposited in your HSA, you will have a nonforfeitable interest in the funds. You will be free to request a distribution of the funds or to move them to another provider of HSAs, to the extent allowed by law.

#### What are the reporting requirements?

Your Employer is responsible for reporting contributions made to your HSA through this HSA Contribution Feature on your Form W-2. You are also responsible for reporting contributions to your HSA, and for reporting distributions from your HSA, on appropriate forms available from IRS.

# 2026 Benefit Summary

## Flexible Spending Account (FSA)

The City of Battle Creek will continue to offer the Health Care and Dependent Care Flexible Spending Accounts (FSA's) administered through HealthEquity. The Health Care and Dependent Care Flexible Spending Accounts allow you to set aside pre-tax dollars from your paycheck to pay for eligible health care and/or dependent care expenses.

**Employees who enroll in the Simply Blue PPO HDHP or the BCN HDHP with a Health Savings Account (HSA) are NOT eligible for a Health Care Flexible Spending Account (HCFSA), BUT they ARE eligible to enroll in a Dependent Care Flexible Spending Account.**

Keeping track of your account balance is easy. You can review your account information 24/7 by logging onto the [www.BCBSM.com](http://www.BCBSM.com) website. You will need to select the "my coverage" tab and it will take you through the necessary prompts or you can contact HealthEquity at 877-284-9840.

### Health Care Flexible Spending Account

You may contribute up to **\$3,400 per year** of pre-tax dollars in a Health Care Spending Account. Your entire election is available for your use on January 1st. You may use this money to pay out of pocket costs related any health care expenses for you and your dependents. Any unused funds as of December 31st will be forfeited. Contributions cannot be changed or stopped during the benefit year.

#### Examples of Eligible Expenses

- Medical / Rx deductibles, coinsurance, and copays
- Dental and Vision costs
- Health care expense you could deduct on your federal  
Income tax form



See IRS publication 502 for a list of all eligible expenses.

### Dependent Care Spending Account

You and your spouse may contribute up to **\$7,500 per year** of pre-tax dollars to a Dependent Care Spending Account. If you are married and file separate tax returns, the maximum contribution is \$3,750 each. The funds are not available for use until they have been deposited into the account from your payroll contributions. Contributions changes are permitted should your dependent care needs change.

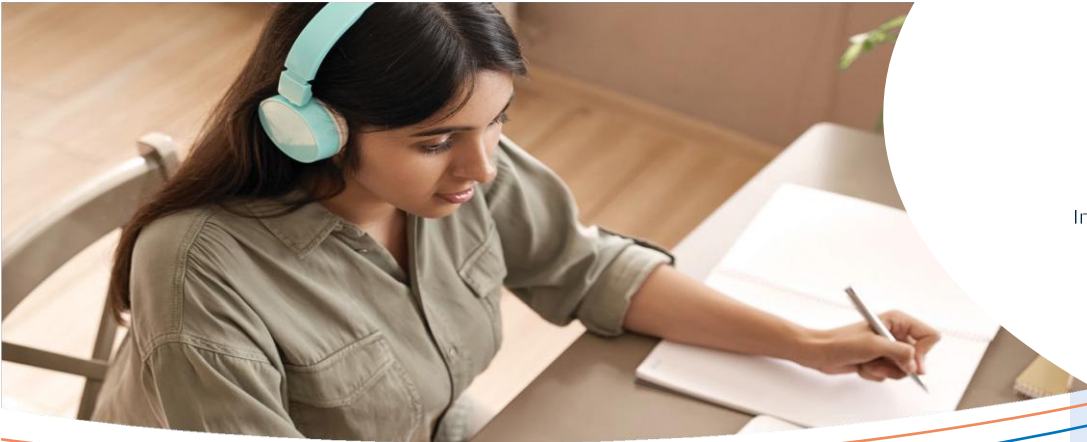
#### Eligible Dependents and Their Expenses

Eligible dependents are children under age 13 for whom you claim as dependents on your federal income tax return. Disabled children and elderly parents for whom you claim as dependents on your tax return may also be eligible. Eligible expenses include charges for licensed day care centers, nursery schools, and child care providers.

#### Federal Child Care Tax Credit

Keep in mind that any expense reimbursed through your Dependent Care Spending Account cannot also be claimed for an IRS child care credit when you file your tax return. Consult your tax advisor to determine what approach is best for you.

## Benefit Advocate Center



Insurance | Risk Management | Consulting

### Ask Your Advocate Team

Put our team to work to maximize your healthcare benefits.

Gallagher is ready to help you get the most from your benefit program by providing support from an advocate at no cost to you. Get assistance with:

- 1** Explanation of benefits  
Is it unclear to you what the insurance covered on a particular claim and what is your responsibility?
- 2** Prescription challenges  
Is the pharmacy telling you that your medication is not covered or charging
- 3** Benefits questions  
Are you unsure if the insurance company will pay for a certain procedure?
- 4** Claim issues  
Did you receive a bill from a doctor but don't know why?
- 5** Difficult situations  
Are you having difficulty getting a referral? Has the insurance carrier denied a procedure and you want to appeal their decision?

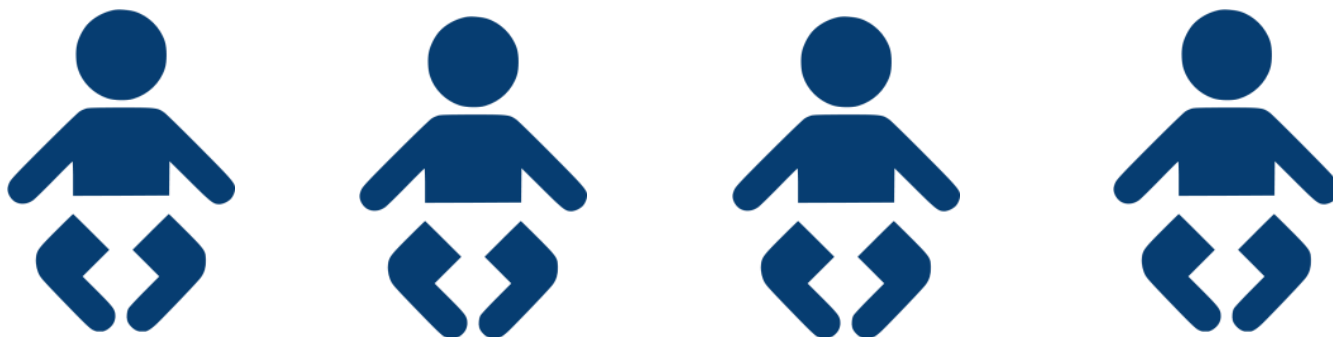
A licensed healthcare benefits advocate is ready to handle any situation in a discreet and confidential manner.

**Hours of Operation**  
Monday—Friday  
8 a.m.—6 p.m.

**Connect With Us**  
CoBC Team  
844-348-5900  
Bac.COBCBenefitsHelp@ajg.com

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc. is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services." Neither Arthur J. Gallagher & Co., nor its affiliates provide accounting, legal or tax advice.

## Your Rights



### Newborns' and Mothers' Health Protection Act

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

### Women's Health & Cancer Rights Act

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 ("WHCRA"). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under the plan. Therefore, the following deductibles and coinsurance apply:

Plan 1: BCN HMO HDHP (Individual: 50% coinsurance and \$2,350 deductible; Family: 50% coinsurance and \$4,700 deductible)  
Plan 2: SIMPLY BLUE PPO HDHP (Individual: 0% coinsurance and \$3,000 deductible; Family: 0% coinsurance and \$3,000 deductible)

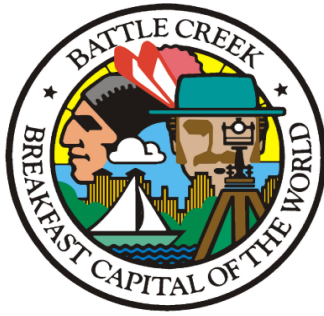
If you would like more information on WHCRA benefits, please call your Plan Administrator at 269-966-3392 or [mrhull@battlecreekmi.gov](mailto:mrhull@battlecreekmi.gov).

### Patient Protections Disclosure

The City of Battle Creek Health Plan generally requires the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. Until you make this designation, Blue Care Network designates one for you. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact the Blue Care Network at 800-662-6667 or [www.bcbsm.com](http://www.bcbsm.com).

For children, you may designate a pediatrician as the primary care provider. You do not need prior authorization from Blue Care Network or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the Blue Care Network at 800-662-6667 or [www.bcbsm.com](http://www.bcbsm.com).

Your Rights



CITY OF

**Battle Creek**  
MICHIGAN

Dear Member:

We realize how important it is to you that we keep your personal medical information confidential. We have always worked hard to protect your information from misuses and will continue to work even harder to protect it in the future.

To that end, we are implementing all privacy protections granted to you through the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The accompanying document, our Notice of Privacy Practices, lays out for you your rights under HIPAA as well as the types of uses and disclosures that our health plan may make with your health information.

As the HIPAA Privacy Officer for our health plan, I want you to always feel free to come to me with any questions or concerns you have about the privacy of your confidential health information. It is my job as the HIPAA Privacy Officer to make sure that your personal information is protected from misuse and I want you to feel that you always have a place to go to get your questions answered about your medical information privacy or about the HIPAA regulations.

Please review the Notice of Privacy Practices and let me know if you have any questions or concerns.

Sincerely,

Michelle Hull  
Human Resources Director  
Human Resources - Privacy Officer  
City of Battle Creek

### Your Rights

#### HIPAA Notice of Privacy Practices Reminder

#### Protecting Your Health Information Privacy Rights

City of Battle Creek is committed to the privacy of your health information. The administrators of the City of Battle Creek Health Plan (the "Plan") use strict privacy standards to protect your health information from unauthorized use or disclosure.

The Plan's policies protecting your privacy rights and your rights under the law are described in the Plan's Notice of Privacy Practices. You may receive a copy of the Notice of Privacy Practices by contacting Michelle Hull - Human Resources Director at 269-966-3392 or [mrhull@battlecreekmi.gov](mailto:mrhull@battlecreekmi.gov).

## Glossary of Terms

<b>Carrier</b>	The company that processes claims.
<b>Coinsurance</b>	Your share of the costs of a covered healthcare service, calculated as a percent of the allowed amount for the service.
<b>Copayment or Copay</b>	A fixed amount you pay for a covered healthcare service.
<b>Covered Services</b>	Medical and mental health services, prescription drugs, equipment or supplies that are medically necessary, meet certain requirements and are paid in full or in part by your plan.
<b>Deductible</b>	The amount you owe for healthcare services your health plan covers before your health insurance begins to pay.
<b>Dependent Flexible Spending Accounts (DFSA)</b>	An employer-sponsored benefit program under which employees can establish a savings account with tax advantages for reimbursement of qualified dependent care expenses.
<b>Health Flexible Spending Accounts (HFSA)</b>	An employer-sponsored benefit program under which employees can establish a savings account with tax advantages for reimbursement of qualified dependent care expenses.
<b>Health Maintenance Organization (HMO)</b>	A health maintenance organization that requires a member to seek care through a primary care physician or PCP. The PCP then refers members to specialists as allowed by the network.
<b>Health Savings Account (HSA)</b>	A tax-exempt trust or custodial account created to pay for the qualified medical expenses of the account holder and his or her spouse or dependents.
<b>Flexible Spending Accounts (FSA)</b>	An employer-sponsored benefit program under which employees can establish a savings account with tax advantages for reimbursement of qualified expenses.
<b>High Deductible Health Plan</b>	A plan with a high deductible (for 2026 a minimum of at least \$1,650 single or \$3,000 in network for a couple or family). Member is responsible for 100% of the cost of all services <b><u>including prescription costs</u></b> until the deductible is met each benefit year. Services considered by the plan to be preventive are covered at 100% and are not subject to the deductible. The IRS allows the use of a Health Savings Account (H.S.A.) to pay for out of pocket expenses.
<b>In-Network</b>	Physicians and hospitals that have contracted with the insurance company to accept a reduced fee.
<b>Out-of-Network</b>	A provider or hospital that is not contracted with the insurance company.
<b>Out of Pocket Maximum</b>	The most you pay during a policy period before your health insurance begins to pay 100% of allowed amount.
<b>Preferred Provider Organization (PPO)</b>	A preferred provider organization with a higher level of benefit in-network and a reduced benefit out-of-network.
<b>Provider</b>	A person (such as a physician) or a facility (such as a hospital) that provides services or supplies related to medical care.
<b>Qualifying Event /Change in Status</b>	A change in an individual's situation that may make them eligible for a Special Enrollment Period, allowing them to enroll in or make changes to their health insurance outside of the annual Open Enrollment Period.

Helpful Contacts

BENEFIT	PROVIDER	CONTACT INFORMATION
<b>Medical   Prescription Drug</b>	Blue Cross/Blue Shield of MI and Blue Care Network	<a href="http://www.bcbsm.com">www.bcbsm.com</a> <b>BCBSM</b> phone: 877.790.2583 <b>BCN</b> phone: 800.662.6667
<b>Dental</b>	Blue Cross Blue Shield of MI	<a href="http://www.bcbsm.com">www.bcbsm.com</a> 888.826.8152
<b>Voluntary Vision</b>	NVA	<a href="http://www.e-nva.com">www.e-nva.com</a> 800.672.7723
<b>Employee Assistance Plan (EAP)</b>	PineRest	<a href="http://www.pinerest.org">www.pinerest.org</a> 800.442.0809
<b>Flexible Spending Account Health Savings Account</b>	HealthEquity	<a href="http://www.bcbsm.com">www.bcbsm.com</a> 877.284.9840
<b>Life Insurance Critical Illness Hospital Indemnity Accident</b>	Guardian	<a href="http://www.guardiananytime.com">www.guardiananytime.com</a> 800.627.4200
<b>Benefit HelpLine</b>	Gallagher	<a href="mailto:bac.COBCBenefitsHelp@ajg.com">bac.COBCBenefitsHelp@ajg.com</a> 844.348.5900

**Schedule of Benefits**

**Guardian —Voluntary Benefits**



CRITICAL ILLNESS

Benefit Amount(s)	Employee may choose a lump sum benefit of \$10,000 to \$30,000 in \$10,000 increments.	
<b>CONDITIONS</b>		
<b>Cancer</b>	<b>1st OCCURRENCE</b>	<b>2nd OCCURRENCE</b>
Invasive Cancer	100%	100%
Carcinoma In Situ	30%	0%
Benign Brain or Spinal Tumor	100%	0%
Skin Cancer	\$250	\$0
BRCA 1 & BRCA 2	30%	Not Covered
Bone Marrow Failure (including Stem Cells)	100%	100%
<b>Lung and Vascular Disorder</b>		
Aneurysm	10%	0%
Pulmonary Embolism	30%	0%
Stroke – Moderate	50%	50%
Stroke – Severe	100%	100%
Transient Ischemic Attack (TIA)	10%	0%
<b>Heart Conditions</b>		
Coronary Artery Disease	10%	0%
Coronary Artery Disease – bypass needed	50%	0%
Heart Attack	100%	100%
Heart Failure	100%	100%
Pacemaker	10%	0%
<b>Additional Conditions</b>		
Kidney Failure	100%	100%
Major Organ Failure	100%	100%
	<b>1st OCCURRENCE ONLY</b>	
Addison's Disease		30%
Coma		100%
Loss of Hearing		100%
Loss of Sight		100%
Loss of Speech		100%
Permanent Paralysis		100% for 1 or more limbs
<b>Chronic Disorders</b>		
Crohn's Disease		30%
Epilepsy		10%
Lupus		30%
Ulcerative Colitis		30%
<b>Neurological Disorders</b>		
Alzheimer's Disease – Early		50%



# Your critical illness coverage

## CRITICAL ILLNESS

Alzheimer's Disease – Advanced	100%
ALS (Lou Gehrig's Disease)	100%
Dementia – other causes	100%
Huntington's Disease	30%
Multiple Sclerosis – Early	50%
Multiple Sclerosis – Advanced	100%
Myasthenia Gravis	30%
Parkinson's Disease – Early	50%
Parkinson's Disease – Advanced	100%
<b>Childhood Illnesses and Disorders</b>	
Autism Spectrum Disorder	100%
Cerebral Palsy	100%
Cleft Lip/Cleft Palate	100%
Club Foot	100%
Congenital Heart Defect	100%
Cystic Fibrosis	100%
Diabetes – Type I	100%
Down Syndrome	100%
Hemophilia	100%
Multisystem Inflammatory Disease (MLS)	100%
Muscular Dystrophy	100%
Spina Bifida	100%
Spouse/Domestic Partner Benefit	May choose a lump sum benefit of \$10,000 to \$30,000 in \$10,000 increments up to 100% of the employee's lump sum benefit.
Child Benefit- children age Birth to 26 years	50% of employee's lump sum benefit
Guarantee Issue: The 'guarantee' means you are not required to answer health questions to qualify for coverage up to and including the specified amount, when you sign up for coverage during the initial enrollment period or the annual open enrollment period.	<p>We Guarantee Issue up to:</p> <p>\$30,000</p> <p>For a spouse:</p> <p>\$30,000</p> <p>For a child: All Amounts</p> <p>Health questions are required if the elected amount exceeds the Guarantee Issue.</p>
Portability: Allows you to take your Critical Illness coverage with you if you terminate employment.	Included
Pre-Existing Condition Limitation: A pre-existing condition includes any condition for which you, in the specified time period prior to coverage in this plan, consulted with a physician, received treatment, or took prescribed drugs.	Not Applicable



# Your critical illness coverage

## CRITICAL ILLNESS

Waiver of Premium: If you become disabled due to a covered critical illness that is diagnosed after the employee's effective date, and you remain disabled for 90 days, we will waive the premium due after such 90 days for as long as you remain disabled. Included

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### Condition Definitions

- **BRCA1 or BRCA2 Mutation:** occurs the date you're scheduled to undergo a mastectomy, or ovary or fallopian tube removal prior to a breast or ovarian cancer diagnosis as a preventive measure.
- **Stroke - Moderate:** requires clinical evidence of infarction of brain tissue, or intracranial or subarachnoid hemorrhage.
- **Stroke - Severe:** a permanent neurological deficit which persists at least 30 days after the event.
- **Coronary Artery Disease:** requires a diagnosis and severity level that requires one or more of the following procedures: atherectomy (rotation or laser), balloon angioplasty, laser angioplasty, stent implantation, thrombectomy (angiojet).
- **Coronary Artery Disease - requiring a bypass:** requires a diagnosis to be of such a severity that it requires one or more coronary artery bypass grafts.
- **Heart Failure:** requires a heart valve replacement or acceptance into the heart transplant waiting list.
- **Kidney Failure:** occurs on the earlier date of when renal or peritoneal dialysis begins, or the date you're accepted onto the kidney transplant waiting list of a recognized kidney transplant program in the United States.
- **Major Organ Failure:** occurs on the date you're accepted onto the liver, pancreas or lung transplant waiting list of a recognized transplant program in the United States.
- **Crohn's Disease:** benefit is available for the initial diagnosis of the disease, not the periodic flare-ups that may occur after the initial diagnosis.
- **Epilepsy:** requires initial diagnosis after at least two seizures, which are 24 hours apart and have no known trigger.
- **Lupus:** requires at least four symptoms be present at time of diagnosis. The benefit is available for initial diagnosis of the disease, not for periodic flare-ups that may occur after the initial diagnosis.
- **Ulcerative Colitis:** benefit is available for the initial diagnosis based on the results of a colonoscopy, not for periodic flare-ups that may occur after the initial diagnosis.
- **Early-Stage Alzheimer's Disease:** occurs on the date a physician diagnoses the progression which causes a loss of cognitive ability and functioning.
- **Advanced Alzheimer's Disease:** occurs on the date a physician diagnoses the cognitive decline to have progressed to the point that there's permanent inability to perform 2 or more Activities of Daily Living.
- **Early-Stage Multiple Sclerosis (MS):** must be diagnosed by a physician and confirmed by neurological exams, imaging studies, and analysis of cerebrospinal fluid.
- **Advanced Stage Multiple Sclerosis (MS):** requires neurological deficits for at least six months and confirmed by neurological exams, imaging studies, and analysis of cerebrospinal fluid.
- **Early-Stage Parkinson's Disease:** occurs on the date diagnosed by a physician with at least 1 symptom(s) affecting movement and the central nervous system.
- **Advanced Parkinson's Disease:** occurs on the date diagnosed by a physician and requires at least 3 or more symptom(s) affecting movement and the central nervous system.

## Critical Illness Cost Illustration

To determine the most appropriate level of coverage, you should consider your current basic monthly expenses and expected financial needs during a Critical Illness.

Spouse/DP coverage premium is based on Employee age

Child cost is included with employee election.

Semi-monthly Premiums Displayed  
Election Cost Per Age Bracket

Benefit Amount		< 25	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70+
<b>Employee</b>												
\$10,000	Non-tobacco	\$1.85	\$1.85	\$2.80	\$3.50	\$4.95	\$7.25	\$10.00	\$13.85	\$18.85	\$26.05	\$37.25
	Tobacco	\$2.55	\$2.65	\$4.30	\$5.55	\$8.55	\$13.85	\$20.50	\$30.50	\$43.85	\$63.35	\$84.50
\$20,000	Non-tobacco	\$3.70	\$3.70	\$5.60	\$7.00	\$9.90	\$14.50	\$20.00	\$27.70	\$37.70	\$52.10	\$74.50
	Tobacco	\$5.10	\$5.30	\$8.60	\$11.10	\$17.10	\$27.70	\$41.00	\$61.00	\$87.70	\$126.70	\$169.00
\$30,000	Non-tobacco	\$5.55	\$5.55	\$8.40	\$10.50	\$14.85	\$21.75	\$30.00	\$41.55	\$56.55	\$78.15	\$111.75
	Tobacco	\$7.65	\$7.95	\$12.90	\$16.65	\$25.65	\$41.55	\$61.50	\$91.50	\$131.55	\$190.05	\$253.50
<b>Benefit Amount Up To 100% of Employee Amount to a Maximum of \$30,000</b>												
<b>Spouse</b>												
\$10,000	Non-tobacco	\$1.85	\$1.85	\$2.80	\$3.50	\$4.95	\$7.25	\$10.00	\$13.85	\$18.85	\$26.05	\$37.25
	Tobacco	\$2.55	\$2.65	\$4.30	\$5.55	\$8.55	\$13.85	\$20.50	\$30.50	\$43.85	\$63.35	\$84.50
\$20,000	Non-tobacco	\$3.70	\$3.70	\$5.60	\$7.00	\$9.90	\$14.50	\$20.00	\$27.70	\$37.70	\$52.10	\$74.50
	Tobacco	\$5.10	\$5.30	\$8.60	\$11.10	\$17.10	\$27.70	\$41.00	\$61.00	\$87.70	\$126.70	\$169.00
\$30,000	Non-tobacco	\$5.55	\$5.55	\$8.40	\$10.50	\$14.85	\$21.75	\$30.00	\$41.55	\$56.55	\$78.15	\$111.75
	Tobacco	\$7.65	\$7.95	\$12.90	\$16.65	\$25.65	\$41.55	\$61.50	\$91.50	\$131.55	\$190.05	\$253.50

## EXCLUSIONS AND LIMITATIONS

### A SUMMARY OF PLAN LIMITATIONS AND EXCLUSIONS FOR CRITICAL ILLNESS:

We will not pay benefits for a Second occurrence (recurrence) of a Critical Illness unless the Covered Person has not exhibited symptoms or received care or treatment for that Critical Illness for at least 6 months in a row prior to the recurrence. For purposes of this exclusion, care or treatment does not include: (1) preventive medications in the absence of disease; and (2) routine scheduled follow-up visits to a doctor. If one illness causes or contributes to another illness, we'll pay benefits for only one of these illnesses. We'll pay for the illness that has the larger benefit. If the benefit amounts for the illness are the same, we'll let you choose which one we pay.

We do not pay benefits for claims relating to a covered person: taking part in any war or act of war (including service in the armed forces) committing a felony or taking part in any riot or other civil disorder or intentionally injuring themselves or attempting suicide while sane or insane.

Employees must be legally working in the United States in order to be eligible for coverage. Underwriting must approve coverage for employees on temporary assignment: (a) exceeding 1 year; or (b) in an area under travel warning by the US Department of State, subject to state specific variations.

Guardian's Critical Illness plan does not provide comprehensive medical coverage. It is a basic or limited benefit and is not intended to cover all medical expenses. It does not provide "basic hospital," "basic medical," or "medical" insurance as defined by the New York State Insurance Department.

Health questions are required on late enrollees. This coverage will not be effective until approved by a Guardian underwriter.

This policy will not pay for a diagnosis of a listed critical illness that is made before the insured's Critical Illness effective date with Guardian.

*The policy has exclusions and limitations that may impact the eligibility for or entitlement to benefits under each covered condition. See your certificate booklet for a full listing of exclusions & limitations.*

*If Critical Illness insurance premium is paid for on a pre tax basis, the benefit may be taxable. Please contact your tax or legal advisor regarding the tax treatment of your policy benefits.*

Contract # CI - 23 - P



# Your accident coverage

	ACCIDENT
<b>COVERAGE - DETAILS</b>	
Your Semi-monthly premium	\$4.69
You and Spouse/Domestic Partner	\$7.62
You and Child(ren)	\$7.88
You, Spouse/Domestic Partner and Child(ren)	\$10.81
Accident Coverage Type	Off Job
Portability - Allows you to take your Accident coverage with you if you terminate employment.	Included
<b>ACCIDENTAL DEATH AND DISMEMBERMENT</b>	
Benefit Amount(s)	Employee \$50,000 Spouse \$25,000 Child \$12,500
Catastrophic Loss	Quadriplegia, Loss of speech & hearing (both ears), Loss of Cognitive function: 100% of AD&D Hemiplegia & Paraplegia: 50% of AD&D
Common Carrier	200% of AD&D benefit
Common Disaster	200% of Spouse AD&D benefit
Dismemberment - Hand, Foot, Sight	Single: 50% of AD&D benefit Multiple: 100% of AD&D benefit
Dismemberment - Thumb/Index Finger Same Hand, Four Fingers Same Hand, All Toes Same Foot	25% of AD&D benefit
Seatbelts and Airbags	Seatbelts: \$10,000 & Airbags: \$15,000
Reasonable Accommodation to Home or Vehicle	\$2,500
Child(ren) Age Limits	Children age birth to 26 years
<b>FEATURES</b>	
Air Ambulance	\$1,000
Ambulance	\$300
Blood/Plasma/Platelets	\$300
Burns (2nd Degree/3rd Degree)	9 sq inches To 18 sq inches: \$0/\$2,000 18 sq inches To 35 sq inches: \$1,000/\$4,000 Over 35 sq inches: \$3,000/\$12,000
Burns - Skin Graft	50% of burn benefit
Child Organized Sport - Benefit is paid if the covered accident occurred while your covered child, age 18 years or younger, is participating in an organized sport that is governed by an organization and requires formal registration to participate.	25% increase to child benefits
Chiropractic Visits	\$50/visit, up to 6 visits
Coma	\$10,000
Concussion Baseline Study	\$25
Concussions	\$200



## Your accident coverage

### FEATURES (Cont.)

Diagnostic Exam (Major)	\$200
Dislocations	Schedule up to \$7,000
Doctor Follow-Up Visits	\$50, up to 6 treatments
Emergency Dental Work	\$300/Crown, \$75/Extraction
Emergency Room Treatment	\$100
Epidural Anesthesia Pain Management	\$100, 2 times per accident
Eye Injury	\$300
Family Care—Benefit is payable for each child attending a Child Care center while the insured is confined to a hospital, ICU or Alternate Care or Rehabilitative facility due to injuries sustained in a covered accident.	\$20/day, up to 30 days
Fractures	Schedule up to \$9,000
Gun Shot Wound	\$750
Hospital Admission	\$1,000
Hospital Confinement	\$200/day - up to 1 year
Hospital ICU Admission	\$2,000
Hospital ICU Confinement	\$400/day - up to 15 days
Initial Dr. Office/Urgent Care Facility Treatment	\$75
Joint Replacement (Hip/Knee/Shoulder)	\$2,500/\$1,250/\$1,250
Knee Cartilage	\$500
Laceration	Schedule up to \$600
Lodging - The hospital stay must be more than 50 miles from the insured's residence.	\$125/day, up to 30 days for companion hotel stay
Medical Appliance—Wheelchair, motorized scooter, leg or back brace, cane, crutches, walker, walking boot that extends above the ankle or brace for the neck.	Schedule up to \$500
Outpatient Therapies	\$25/day, up to 10 days
Post-Traumatic Stress Disorder	\$400
Prosthetic Device/Artificial Limb	1: \$500 2 or more: \$1,000
Rehabilitation Unit Confinement	\$100/day, up to 15 days
Ruptured Disc With Surgical Repair	\$500
Surgery (Cranial, Open Abdominal, Thoracic, Hernia) Max	Schedule up to \$1,250 Hernia: \$250
Surgery (Exploratory or Arthroscopic)	\$400
Tendon/Ligament/Rotator Cuff	1: \$500 2 or more: \$1,000
Transportation - Benefit is paid if you have to travel more than 50 miles one way to receive special treatment at a hospital or facility due to a covered accident.	\$0.50 per mile, limited to \$500/round trip, up to 3 times per accident
Traumatic Brain Injury — A nondegenerative, noncongenital Injury to the brain from an external nonbiological force, requiring Hospital Confinement for 48 hours or more and resulting in a permanent neurological deficit with significant loss of muscle function and persistent clinical symptoms.	\$4,000
X - Ray	\$40



Hospital Indemnity

Coverage Details	
Your Semi-monthly premium	\$5.75
You and Spouse/Domestic Partner	\$13.76
You and Child(ren)	\$10.24
You, Spouse/Domestic Partner and Child(ren)	\$18.25
Benefits	
Hospital/ICU Admission	\$1,000/\$2,000 per admission, limited to 2 admission(s) per insured.
Hospital/ICU Confinement	\$100/\$200 per day, limited to 30 day(s) per insured per benefit year.
Pre-Existing Conditions Limitation - A pre-existing condition includes any condition for which you, in the specified time period prior to coverage in this plan, consulted with a physician, received treatment, or took prescribed drugs.	Not Applicable
Portability - Allows you to take your Hospital Indemnity coverage with you if you terminate employment.	Included
Child(ren) Age Limits	Children age birth to 26 years

**UNDERSTANDING YOUR BENEFITS – HOSPITAL INDEMNITY**

Hospital Admission & Hospital ICU Admission benefits are not payable on the same day.

Premium will be waived if you are hospitalized for more than 30 days.

Hospital admission or confinement benefits are not payable for a newborn unless the child is admitted to the Neonatal ICU.

Hospital/ICU confinement benefits are not payable on the same day as Hospital/ICU admission benefit.

After initial enrollment, Hospital Indemnity coverage will continue as long as an insured is actively at work.



## Your hospital indemnity coverage

### LIMITATIONS AND EXCLUSIONS:

In order to be eligible for coverage: Employees must be legally working: (a) in the United States or (b) outside the United States, for a US based employer, in a country or region approved by Guardian.

An applicant must enroll within 31 days of the coverage effective date. An open enrollment will occur each year during a 30 day time period specified by the policyholder. If an applicant does not enroll during their initial enrollment period, he/she may not enroll until the next open enrollment period.

This Plan will not pay benefits for:

- Treatment relating to a covered person: taking part in any war or act of war (including service in the armed forces), commission of or attempt to commit a felony, an act of terrorism, or participating in an illegal occupation, riot or insurrection.

- Suicide or any intentionally self-inflicted injury

Elective surgery;

Surgery to correct vision or hearing, unless medically necessary surgery for glaucoma, cataracts or other sickness or injury;

Dental care, dental xrays, or dental treatment;

Gastric or intestinal bypass services including lap banding, gastric stapling, and other similar procedures to facilitate weight loss; the reversal, or revision of such procedures; or services required for the treatment of complications from such procedures. This exclusion does not apply to completion of a weight reduction program that may be payable under the Health Screening benefit ;

Rest cures or custodial care, or treatment of sleep disorders;

Cosmetic surgery. This Exclusion does not apply to reconstructive surgery:

(a) on an injured part of the body following infection or disease of the involved part;

(b) of a congenital disease or anomaly of a covered dependent newborn or adopted infant; or

(c) on a nondiseased breast to restore and achieve symmetry between two breasts following a covered Mastectomy;

Treatment or removal of warts, moles, boils, skin blemishes or birthmarks, bunions, acne, corns, calluses, the cutting and trimming of toenails, care for flat feet, fallen arches or chronic foot strain;

Service, treatment or loss related to alcoholism or drug addiction, except for drugs prescribed by the Covered Person's Doctor and taken as prescribed;

Care or treatment for mental or nervous disorders;

Services, treatment or loss rendered in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay;

Services or treatment Provided by a Doctor, Nurse or any other person who is employed by a Covered Person or retained by a Covered Person or who is a Covered Person's Spouse, parent, brother, sister, child, Domestic Partner or partner in a civil union.

Surgery and treatment, procedures, products or services that are experimental or investigative.

Treatment of a Covered Dependent Child's Children;

Sickness or Injury sustained while on active duty in the armed forces of any country. This does not include Reserve or National Guard duty for training.

GP-1-HI-15

Guardian Hospital Indemnity Insurance is underwritten by The Guardian Life Insurance Company of America, New York, NY and will not be effective until approved by a Guardian underwriter. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage. This policy provides limited hospital insurance only. It does not provide basic medical or major medical insurance as defined by the New York State Department of Financial Services.  
Policy Form # GP-1-HI-15, GP-1-LAH-12R



*This benefit summary prepared by*



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