Solicitation 565-11767

Third Party Workers' Compensation Administration

Bid Designation: Public

City of Fort Lauderdale
Bid 565-11767
Third Party Workers' Compensation Administration

Bid Number: 565-11767
Bid Title: Third Party Workers' Compensation Administration
Bid Start Date: May 11, 2016 5:07:31 PM EDT
Bid End Date: Jun 15, 2016 2:00:00 PM EDT
Question & Answer End Date: Jun 1, 2016 5:00:00 PM EDT
Bid Contact: AnnDebra Diaz
Procurement Specialist II
Procurement
954-828-5949
adiaz@fortlauderdale.gov

Addendum # 1
New Documents
Copy of 10 Year New Claim History.xlsx

Changes were made to the following items:
Third Party Workers' Compensation Administration

Addendum # 2
New Documents
11767-Addendum 2.doc
Managed Care Savings Report for 2013 and 2014.xlsx

Previous End Date: Jun 8, 2016 2:00:00 PM EDT
New End Date: Jun 15, 2016 2:00:00 PM EDT
Previous Q & A End Date: May 25, 2016 5:00:00 PM EDT
New Q & A End Date: Jun 1, 2016 5:00:00 PM EDT

Changes were made to the following items:
Third Party Workers' Compensation Administration

Description
The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced, and licensed firm(s) to provide workers' compensation claims administration services for the City's Risk Management Division, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).
For further information go to www.bidsync.com.

Added on May 12, 2016:
Copy of 10 year New Claim History has been included for review purposes only.

Added on May 18, 2016:
The document titled "11767-WORKERS COMP THIRD PARTY ADMINISTRATION 3.docx" had an incorrect RFP Number (555-11632) on page 1, and has been replaced with the correct number 565-11767. Please use the new document titled "11767-WORKERS COMP THIRD PARTY ADMINISTRATION 3b.docx".
All terms, conditions and specifications remain unchanged.

Added on May 24, 2016:
The following documents have been included for review purposes:
1. Line Bill count
2. Paid Bills

**Added on May 24, 2016:**
Addendum No. 1 has been issued and included with this solicitation. Please refer to document titled "11767-Addendum"

**Added on May 24, 2016:**
The following document has been included for review purposes:

**Added on May 24, 2016:**
Addendum No. 2 has been issued and included with this solicitation. Please refer to document titled "11767-Addendum 2"
The revised end date for Questions and Answers for this RFP has been changed to **June 1, 2016, prior to 5:00 pm.**

The revised opening date for this RFP has been changed to **June 15, 2016, prior to 2:00 pm.**

A Managed Care Savings Report for 2013 and 2014 has been included for review purposes.

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**Addendum # 1**

**Addendum # 2**
SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose
The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced, and licensed firm(s) to provide workers' compensation claims administration services for the City's Risk Management Division, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline
Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package, or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit
There will not be a pre-bid conference or site visit for this Request for Proposal.

1.4 BidSync
The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact
For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in SECTION IV – SUBMITTAL REQUIREMENTS. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in
accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION
SECTION II – SPECIAL TERMS AND CONDITIONS

2.1 General Conditions
RFP General Conditions (Form G-107 Rev. 02/15) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations
It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations
Proposer may change or withdraw a proposal at any time prior to proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer’s Costs
The City shall not be liable for any costs incurred by proposers in responding to this RFP.

2.5 Pricing/Delivery
All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City’s Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor must quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Proposer.

If Contractor utilizes any ownership affiliated organizations in the performance of this Contract, either directly or indirectly, please list and explain the companies and how they are compensated. Ownership affiliation would include subsidiary, jointly held, jointly ventured or companies owned by the same parent company as the Proposer.

2.6 Invoices/Payment
The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt
Payment Act. If, at any time during the Contract, the City shall not approve or accept the Proposer's work product, and an agreement cannot be reached between the City and the Proposer to resolve the problem to the City's satisfaction, the City shall negotiate with the Proposer on a payment for the work completed and usable to the City.

2.7 **Related Expenses/Travel Expenses**

All costs, including travel, are to be included in your proposal. The City will not accept any additional costs.

2.8 **Payment Method**

The City has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City’s P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.9 **Mistakes**

The Proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Proposer from liability and obligations under the Agreement.

2.10 **Acceptance of Proposals / Minor Irregularities**

2.10.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the Contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an RFP.

2.10.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.11 **Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website [http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf](http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf)

2.12 **Responsiveness**

In order to be considered responsive to the solicitation, the firm’s proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.
2.13 **Responsibility**
In order to be considered as a responsible firm, Proposer shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.14 **Minimum Qualifications**
Proposers shall be in the business of claims administration and must possess sufficient financial support, equipment, and organization to insure that it can satisfactorily perform the services if awarded a contract. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one city similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.14.1 Be authorized (licensed) as a claims administrator in the state of Florida and have at least five (5) years of experience as a licensed claims administrator handling Florida workers’ compensation claims

2.14.2 Must be approved by all the City’s excess carriers

2.14.3 SSAE 16, SOC 2, Type II compliant throughout the life of the Agreement

2.14.4 Must be in full compliance with the federally mandated State Children’s Health Insurance Program (SCHIP) and Florida Electronic Data Interchange (EDI) requirements

2.14.5 Must have an office or be willing to open an office in Florida

2.14.6 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a form or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.14.7 Proposer or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.14.8 Neither Proposer nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.14.9 Proposer and those performing the work must be appropriately licensed and registered in the State of Florida.
2.15 **Lobbying Activities**
Any Proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk’s Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City’s website at: [http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf](http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf).

2.16 **Local Business Preference**

2.16.1 Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.16.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

b. List of the names of all employees of the Proposer and evidence of employees’ residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.16.3 Failure to comply at time of proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.16.4 The complete local business preference ordinance may be found on the City’s web site at the following link: [http://www.fortlauderdale.gov/home/showdocument?id=6422](http://www.fortlauderdale.gov/home/showdocument?id=6422)

2.16.5 **Definitions**
The term “Business” shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. **Class A Business** – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.

2. **Class B Business** - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.

4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

2.17 Protest Procedure

2.17.1 Any Proposer or Bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City’s procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the City’s web site at the following link: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

2.17.2 The complete protest ordinance may be found on the City’s web site at the following link: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

2.18 Public Entity Crimes

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

2.19 Subcontractors

2.19.1 If the Proposer intends to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Proposer to replace subcontractor with one that meets City approval.

2.19.2 If Proposer utilizes any ownership affiliated organizations in the performance of this Agreement, either directly or indirectly, please list and explain the companies and the services offered. Ownership affiliation would include subsidiary, jointly held, jointly ventured or companies owned by the same parent company as the Proposer.

2.19.3 Proposer shall ensure that all subcontractors perform in accordance with the terms and conditions of this Agreement. Proposer shall be fully responsible for all of subcontractors’ performance, and liable for any of subcontractors’ non-performance and all of subcontractors’ acts and omissions. Proposer shall defend, at their own expense, counsel being subject to the City’s approval or disapproval, and indemnify and hold harmless the City and the City’s officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any subcontractors for payment for work performed for the City.
2.19.4 Proposer shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the Proposer.

2.20 Insurance Requirements

2.20.1 During the term of this Agreement, Applicant at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Applicant. Applicant shall provide the City a certificate of insurance evidencing such coverage. Applicant's insurance coverage shall be primary insurance as respects to the City for all applicable policies. The limits of coverage under each policy maintained by Applicant shall not be interpreted as limiting Applicant’s liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the City’s Risk Manager.

2.20.2 The coverages, limits and/or endorsements required herein protect the primary interests of the City, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Applicant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Applicant under this Agreement.

The following insurance policies are required:

**Commercial General Liability**
Coverage must be afforded under a Commercial General Liability policy with limits not less than:
- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Applicant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

**Business Automobile Liability**
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.
If the Applicant does not own vehicles, the Applicant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000

Any firm performing work on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City’s Risk Manager, if they are in accordance with Florida Statute.

Professional Liability and/or Errors and Omissions Liability
Coverage must be afforded for Wrongful Acts in an amount not less than $2,000,000 each claim and $2,000,000 aggregate.

Applicant must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Insurance Certificate Requirements
a. Applicant shall provide the City with valid Certificates of Insurance prior to award.
b. The Applicant shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Applicant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
e. The City shall be named as an Additional Insured with a Waiver of Subrogation where appropriate.
f. The Agreement, Bid/Contract number event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Applicant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Applicant’s expense.

The Applicant’s insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Applicant’s insurance and shall be non-contributory.
Any exclusions or provisions in the insurance maintained by the Applicant that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City. In addition, Applicant must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Applicant's insurance policies.

All notices of any claim/accident (occurrences) associated with work being performed under this Agreement, shall be provided to the Applicant's insurance company and the City's Risk Management office as soon as practicable.

It is the Applicant's responsibility to ensure that all sub-Applicants comply with these insurance requirements. All coverages for subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Applicant.

2.21 Award of Contract
A Contract (the “Agreement”) may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one proposer, at the sole and absolute discretion of the City.

2.22 Unauthorized Work
The Successful Proposer(s) shall not begin work until a contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer agrees and understands that a Purchase Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order shall not prevent the Successful Proposer from commencing the work once the City Commission has awarded the Contract and notice to proceed is issued.

2.23 Uncontrollable Circumstances ("Force Majeure")
The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.23.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.23.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.23.3 No obligations of either party that arose before the Force Majeure causing the
2.23.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.24 **Canadian Companies**
The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.25 **News Releases/Publicity**
News releases, publicity releases, or advertisements relating to this Contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.26 **Contract Period**
The initial Contract term shall commence upon date of award by the City or October 1, 2016, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the Contract for two (2), additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City Manager.

In the event services are scheduled to end because of the expiration of this Agreement, the Proposer shall continue the service upon the request of the City Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing Agreement. The Proposer shall be compensated for the service at the rate in effect if this extension clause is invoked by the City Manager.

2.27 **Cost Adjustments**
Prices quoted shall be firm for the initial Contract term of three (3) years. No cost increases shall be accepted in this initial Contract term. Please consider this when providing pricing for this Request for Proposal.

2.28 **Service Test Period**
If the Proposer has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Proposer can perform in accordance with the requirements of the Contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the Contract. This trial period will then become part of the initial Contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Proposer or to select another proposer (if applicable).

2.29 **Contract Coordinator**
The City may designate a Contract Coordinator whose principal duties shall be:
Liaison with Contractor.
Coordinate and approve all work under the Contract.
Resolve any disputes.
Assure consistency and quality of Proposer’s performance.
Schedule and conduct Proposer performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

2.30 Contractor Performance Reviews and Ratings
The City Contract Coordinator may develop a Proposer performance evaluation report. This report shall be used to periodically review and rate the Proposer’s performance under the Contract with performance rating as follows:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>Far exceeds requirements</td>
</tr>
<tr>
<td>Good</td>
<td>Exceeds requirements</td>
</tr>
<tr>
<td>Fair</td>
<td>Just meets requirements</td>
</tr>
<tr>
<td>Poor</td>
<td>Does not meet all requirements and Proposer is subject to penalty provisions under the Contract.</td>
</tr>
<tr>
<td>Non-compliance</td>
<td>Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Proposer subject to the default or cancellation for cause provisions of the Contract.</td>
</tr>
</tbody>
</table>

The report shall also list all discrepancies found during the review period. The Proposer shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Proposer performance reviews and subsequent reports will be used in determining the suitability of Contract extension.

2.31 Substitution of Personnel.
In the event the Proposer wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Proposer to resolve the situation to the City’s satisfactions, provided, however, that the Proposer shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

2.32 Ownership of Work
The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this Contract without payment of any royalties or fees to the Proposer above the agreed hourly rates and related costs.

2.33 Service Organization Controls
The Proposer shall provide a current SSAE 16, SOC 2, Type I report with their proposal. Awarded Proposer will be required to provide an SSAE 16, SOC 2, Type II report annually during the term of this contract. If the Proposer cannot provide the SSAE 16, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

END OF SECTION
SECTION III – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Purpose/Objective
The City is seeking proposals for third party claims administration services for its self-insured workers’ compensation program. The City carries excess workers’ compensation coverage (with a current self-insured retention (SIR) of $1,000,000 per claim). The successful proposer/claims administrator “Administrator” will provide all specified adjusting services for claims as well as all other required services, such as administrative, computerized claims/loss statistical information (RMIS) and banking/loss fund reconciliation. The specific required services are outlined in detail within this RFP.

The City is seeking a three-year contract with two, one-year renewal option periods. Proposals to handle only selected services detailed in this RFP will not be considered. If any services are not to be provided by the Administrator’s employees and are intended to be contracted out, the specifics of those contract(s) must be explained, including pricing, in the Administrator’s response to this RFP. The commencement date of the Agreement will be October 1, 2016. The City’s current Administrator is Gallagher Bassett Services, Inc. They have been under contract to provide these services since June 1, 2003.

The City has approximately 2400 employees.

3.2 Prior Claim Files
The successful Administrator is to assume the complete handling of all pending claims now being handled by the present Administrator. The claims inventory totals 250 (221 indemnity and 29 medical only) as of March 31, 2016 and the annual average new arising’s over the past five calendar years totals 315 (140 indemnity and 175 medical only). If the amount of claim files to be taken over is 15% greater than represented in the RFP, the City will consider a proportionate adjustment to the Administrator’s flat annual fee.

It is also required that all claim data (including notes, bill images, payments, etc.) associated with all claims occurring prior to October 1, 2016 be transferred into the Administrator’s computer information system, so that future loss runs will contain a complete history of all claim years. The transfer of all claims data must be completed by January 1, 2017. The Administrator is responsible for specifically indicating in their proposal, the fees, if any, for assumption of prior claims and the data conversion.

3.3 Ownership of Claim Files
The City shall have all right, title, interest and ownership to all loss statistics and claim files created as a result of the services to be provided by the Administrator. Further, at the sole option of the City and upon ten (10) days written notice, the Administrator shall return such file to the City.

At the termination of the contract, at the sole expense of the Administrator, the Administrator shall provide the City with all of the claim data in electronic format. Such data shall be made available in a format generally importable into a commonly recognized database for claims administration services.

3.4 Access to Claim Files
The Administrator agrees that the City shall have real-time access to all claim files, including all adjuster notes, supervisory notes, field and telephonic case management notes, diary
items, payment records, medical and expense bills in an electronic manner with internet based access available to the City. The City will require a minimum of four user IDs included in the annual claims administration fee. Proposals should detail how this access to claim files will be provided. The proposal evaluation process may include review of the adequacy of proposed systems, to include a live demonstration if requested.

3.5 **Obligations Not Terminated by Contract Period**

The Administrator shall be required to provide services on all claims occurring during the Contract period and until six months after the termination of the Contract (including renewals, extensions or replacements thereof), all legally required reports for the contract period rendered, and all required reports to the Rating Bureaus or other appropriate agencies. The successful Administrator’s fee shall include the full consideration for such continuing obligations and, except as noted herein, no additional consideration shall be due for such obligations, which extend beyond the Contract period.

3.6 **Staffing and Personnel Requirements**

It is the City’s claims management philosophy that the proper and most cost-effective method to handle claims and thereby reduce and control the City’s self-insured loss payments is to ensure the Administrator hires and retains the appropriately qualified professionals to handle the City’s claims. Additionally, the adequate number of adjustors and a manageable caseload enables qualified adjustors to perform the required services. The City therefore requires that the Administrator agree to staffing, qualifications and caseload criteria established by the City.

The Administrator must have a full service claims operation located in Florida where all claims staff are located and file handling activities are performed. The City requires that the Administrator provide two claims professionals assigned solely to the City’s claims (not the supervisor or the medical only adjustor).

The City reserves the right to the final approval of the hiring and/or assignment of the claims manager, supervisor, and adjustors who are to handle the City’s claims.

The required maximum open caseloads (on average) for adjustors are to be as follows (claims manager and/or supervisor should not handle files):

- Lost time adjustor - 130
- Medical only adjustor - 350

A minimum of two lost time adjustors is required for the program, however, the Administrator agrees to add staff as necessary to maintain these maximum pending caseload levels, which is to be included in the Administrator’s annual flat fee. In the event of an unusual or catastrophic event, the City will, at the Risk Manager’s discretion, temporarily waive the maximum caseload requirements. Proposers shall explain how the office or unit will be staffed and explain the level of supervision that will be provided.

An independent (i.e. not the supervisor or branch manager) Account Manager must be assigned to the City’s account for purposes of running reports (benchmarking, statistical information, etc.), coordinating claim reviews, coordinating carrier and state audits, oversight of branch performance, etc.

Claims personnel must be employees of the Administrator. The use of independent adjustors, subcontractors or temporary adjustors is not acceptable without prior approval of the City.
Adjustor trainees are not acceptable for handling of City claims, unless approved by the Risk Manager. Additionally, resumes of all claims professionals specifically assigned to this account are to be submitted with this proposal. All claims professionals must possess a current Florida Adjustor’s License and must be maintained as long as assigned to the City’s account. Administrator will have the ability to provide full service to English, Spanish and Haitian-Creole speaking individuals.

3.7 Audit of Files and Procedures
At the sole option of the City, Administrator shall agree, at no additional cost to the City, to any audits conducted by the City or the City’s designee (hereinafter, “Auditor”) of Administrator’s claim files and procedures as they relate to the services under this Agreement. The City shall have the right to audit during the Agreement period and for five years following the termination of the Agreement.

3.8 Audit of Records
3.8.1 Definition: The term “Records,” shall mean all documentary and electronic records of Administrator and Administrator’s subcontractors that are related to the services performed under this Agreement including, but not limited to:

- Financial records (including accounting records, payroll records, timesheets, audited and unaudited financial statements)
- Contracts (including contracts with subcontractors and contracts between subcontractors and others, specific to the handling of the City’s program)
- Administrator’s performance criteria
- Network and provider agreements, unique to the City
- Claim expense/cost/legal data

3.8.2 Proprietary Documents: To the extent Administrator or Administrator’s subcontractor designates any Records requested for audit as “Proprietary Records” (i.e. containing confidential information, trade secrets, or private information), Administrator shall be allowed to limit the access of Auditor such that Auditor will only be permitted to review such Proprietary Records. Auditor’s rights will be limited to on-premises review of such Records and Auditor will not be permitted to retain copies or make reproductions of such Records. Such shall only be made to the extent reasonable grounds exist for Administrator or Administrator’s subcontractor to protect the information contained in such Records.

3.9 Performance Audit
The Administrator and City agree that a performance audit of Administrator’s approved handling of claims will be conducted after the first six months of providing claims services, and every six months thereafter. Each performance audit will involve forty randomly selected claims, excluding workers’ compensation “medical only” claims. The first performance audit will be conducted with respect to forty new claims handled by the Administrator during the first six months, and subsequent performance audits will be conducted with respect to twenty new and twenty transferred claims handled by the Administrator.

Claims to be reviewed during the performance audit will be randomly selected by the City until 40 claims have been chosen, based upon a listing of all claims being handled during each six months performance period. The performance audit is intended to measure the Administrator’s performance of its obligations under the Agreement. Each performance audit will measure the Administrator’s compliance with objective obligations/criteria which are easily
identified and measured based upon a rating of compliant and not compliant. Each claim subject to the performance audit will generate a maximum score of 100% if all measures receive a compliant rating. All timeliness standards of performance are stated in business, not calendar, days. In all instances where a standard is not applicable to a particular claim that standard will be counted as compliant.

The Administrator and City will mutually agree to the objective obligations/criteria to be measured prior to the first performance audit. These performance measures will apply to all subsequent performance audits. The City has the right to change, add, delete or substitute (collectively, a “change”) any and all performance measures at any time during the term of the Agreement; provided, however that any change to a performance measure shall be communicated to the Administrator, in writing, at least 60 days prior to the start of the next six months performance period.

The Administrator and City have agreed that compliance will be based upon an average claims compliance percentage which represents the expected level of compliance with the performance measures. Each claim subject to performance audit will generate a maximum score of 100% and the average score from the audited 40 claims will be the average claims compliance percentage.

The first six months performance audit will have no minimum performance level and no financial penalty; the second six months performance audit will have a minimum performance level of 88% on the average claims compliance percentage for which failure will apply the financial penalty; subsequent performance audits will have a minimum performance level of 93% on the average claims compliance percentage for which failure will apply the financial penalty. Failure to meet the minimum average claim compliance percentage, based upon the performance measures, will result in the imposition of a financial penalty of $5,000 for each failed performance audit. Any financial penalty will be credited against the next monthly billing invoice by Administrator to the City.

After each performance audit is performed, the Administrator and City will meet to discuss the initial audit results and scoring. The Administrator can appeal any dispute in the claims audit scoring to the City’s Risk Manager for a final determination. After which, the final performance audit score will be determined and any applicable financial penalty applied to Administrator.

The Administrator and City understand and agree that the purpose of this performance audit is to measure the Administrator’s claims services performance under the Agreement and provide financial penalties for failure to meet minimum expected performance measures, but nothing contained herein shall prevent City from seeking other remedies for default, or embracing Administrator’s obligations under the Agreement by other legal or equitable means.

### 3.10 Scope of Services

Administrator must agree to provide all of the following services:

- Administrative services
- Claims services
- First notice of injury services
- Loss statistic services
- Network access and development services
- Medical bill review and audit services
- Pharmaceutical benefit management services
• Any other services that can be reasonably expected from a third party administrator

3.11 Administrative Services

A. Comply fully with all rules, regulations, guidelines and procedures established by the City and the State, including but not limited to Electronic Data Input (EDI), SI-17 and SI-19.

B. Compliance with SSAE 16, SOC 2, Type II requirements is mandatory. A copy of your most recent SSAE 16, SOC 2, Type I audit must be included with your response. Subsequently, an SSAE 16, SOC 2, Type II report must be submitted to the City’s Risk Manager on an uninterrupted annual basis and upon request, when and if necessary.

C. Provide advanced notice and coordinate in advance with the City for any audits associated with the workers’ compensation program.

D. Assist the City with its return to work program, including identifying return to work opportunities and appropriate use of outside vendors.

E. Provide the City, annually, with the Administrator’s aggregate Centralized Performance System (CPS) regulatory compliance rating, CPS1 and CPS2.

F. Recognize that the City will be continuing a workers’ compensation program, which focuses on respecting the injured employee and the medical providers providing care. Administrator must be committed to work collaboratively with the City to affect program changes and enhancements as requested by the City. In addition, proposers must be committed to work collaboratively with the City’s internal liability claims unit regarding evaluation and analysis of subrogation opportunities as well as other claims situations.

G. In all dealings, the City requires the adjustor to be courteous, responsive and sensitive to the injured employee.

3.12 Workers’ Compensation Claims Adjusting and Investigation Services

Upon receipt of all workers’ compensation claims, the Administrator shall perform the following:

A. Develop specific service instructions with the City for the handling of the City’s claims (e.g. settlement authority in accordance with City Charter, excess requirements, etc.), along with specifics on catastrophic claims and other unique situations.

B. Establish electronic reporting procedures in conjunction with the City’s software system.

C. Provide customer service lines with a toll-free line for employees residing outside the local area code.

D. The claims manager or supervisor will review all notices of injury received from the City prior to the assignment to an adjustor approved by the City.
E. Accept or deny all reported claims for employees’ injuries on behalf of the City in accordance with the applicable workers’ compensation law. The decision to controvert any claim must first be discussed with and approved by the City’s Risk Manager or designee.

F. Conduct the required investigations (including three-point contact and recorded statements) as deemed necessary as it relates to workers’ compensation claims, including scene investigations and employee contact on all lost time and light duty cases. Contact with employees is to be made within 24 hours of the Administrator’s receipt of the claim. Enhanced efforts shall be taken to identify possible fraudulent claims, including recorded statements from employees and discussions with the employees’ supervisors.

G. Subject to the prior approval of, and at the expense of the City, employ outside professionals such as surveillance, rehabilitation, vocational services, Medicare Set Aside (MSA) services, experts and attorneys to assist in the investigation and adjustment of claims. The Administrator will make payment from the loss fund as an allocated expense.

H. Review all medical bills and other services for which a claim is being made, for reasonableness and conformity to appropriate medical and surgical fee schedules and network discounts.

I. Coordinate the medical treatment of all claims by setting appointments and authorizing necessary physician referrals, treatments and exams, as required by F.S. Statute 440.

J. Provide rehabilitative services for injured employees including consultation for retraining or reassignment of employees with limited physical performance arising from covered injuries.

K. Contact with employees who are out on temporary total disability (TTD) must be made at least every two weeks for the duration of TTD payments. When an employee is represented, the attorney shall be contacted when appropriate. If attorney contact is appropriate, that contact should be on a 30-day basis. Every 30 days, provide a report indicating all employees that are not working in a full duty unrestricted capacity.

L. At least every quarter, review all open claims and complete a strategic action plan in order to assist in the settlement of the claim. All such written reviews shall include a status of the claim as it currently stands and justification of the outstanding reserves. Additionally, claims which exceed $50,000 total incurred or meet excess carrier reporting, including severity criteria, will require a written status report to the City every 90 days. These reports must include the last three years of claim payments, if applicable.

M. Prepare and present quarterly in-person claim reviews with City staff and other associated personnel regarding claim status, field case management progress, and legal progress.
N. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.

O. Pay, in a timely fashion, all claims and expenses from the loss fund account established by the City, which will be maintained by the Administrator. Fees, interest and civil penalties required due to late payments or adjuster mishandling are to be paid by the Administrator unless caused by late reporting from/action by the City. The claim payments shall follow all provisions of Florida Statute in regard to medical benefit entitlement and administration.

P. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity on behalf of the City. No subrogation file can be closed without City approval. All offers of settlement on subrogation claims must be approved by the City.

Q. At a minimum of one month prior to mediation or final hearing, the adjustor must provide a claim summary of the pending action and justification for any settlement authority to be approved by the City. If the Administrator’s notice of the mediation or final hearing is less than one month, the City is to be notified immediately upon the Administrator’s knowledge.

R. The City will approve and assign the attorneys that provide the defense of claims. The Administrator is to provide the defense attorney a complete copy of the file in question at the time an assignment is made and continue to conduct adjustor related activities during the course of litigation.

S. Administrator has the responsibility to manage all litigated claims. Adjustors may and are expected to handle the litigated claim portion until outside counsel is necessary (e.g. if a petition can be handled and resolved by the adjustor, it should be done without the involvement of defense counsel.)

T. Aid in communication/coordination with the City’s safety and accident prevention program staff as necessary, including providing claims data, on a quarterly basis, to target safety and prevention initiatives.

U. The assigned claims adjustors will attend workers’ compensation hearings and mediations as requested by the City on an as needed basis.

V. The Administrator will index all lost time claims. The follow up on the results of the indexing must be documented in the claim notes.

W. The Administrator will timely report all claims to the City’s excess carrier, as required by the carrier’s reporting criteria. Any late reporting penalties imposed by the carrier, due to late reporting by the Administrator, will be reimbursed to the City, unless the City caused the late reporting. The Administrator will continue to provide all necessary status reports as required by the excess carrier.

X. The Administrator will submit, at a minimum, quarterly requests to the excess carrier for all payments above each claim’s SIR to obtain the proper reimbursement for the City.
Y. Please provide detail of any special claims handling procedures for Heart & Lung Presumption claims.

Z. Administrator will reimburse the City for any penalties, fees, and/or interest generated due to the errors of the Administrator, within 60 days of the Administrator's knowledge. A report detailing these penalties or fees is required on a semi-annual basis.

3.13 First Notice of Injury Services
Administrator is requested to provide the following services:

1. Provide 24 hour, 365 day telephonic claim reporting, intake and transmittal capabilities. Send First Notice of Injury to the State of Florida in a timely manner in compliance with FS 440. Administrator must accept responsibility for penalties for late notice to the State of Florida when caused by other than the delay of the City.

2. Receive and examine on behalf of the City all reports of employee injury claims. Refer injured employees to appropriate medical service, and as appropriate and based upon pre-established criteria agreed upon by the City, provide immediate referral to specialty medical providers for injuries.

3. Coordinate data between first report of injury and claims administration system.

4. The internet based Risk Management Information System (RMIS) shall provide on-line input of accident reports by the City.

3.14 State and Federal Required Filings

A. In accordance with State mandated time frames, the Administrator will prepare and file, on behalf of the City, with the appropriate state agency, all applications, bonds, documents and data required for the City's continued qualification as a self-insurer.

B. In a timely manner, prepare, maintain, and file all records and reports as may be required by legal authorities (State or Federal), including but not limited to, any reporting required under the 2007 Medicare, Medicaid and State Children's Health Insurance Program (SCHIP) Extension Act or through the Centers for Medicare and Medicaid (CMS).

C. The Administrator shall provide all mandatory reports, all state mandated reports, required tax information for the Internal Revenue Service (IRS), including 1099 to the IRS, special administrative reports, and necessary data for the completion of special reports, such as the Occupational Safety and Health Administration (OSHA) 300.

D. In a timely manner, prepare, maintain, and file statistical data, records, or reports as required by excess insurers, City's actuaries, and the State.

E. In accordance with State mandated time frames, prepare, maintain and file statistical information required by workers' compensation rating bureaus or appropriate State agencies, including EDI and all data required for the
promulgation of the City’s experience modification and State assessments (SI-17 due annually and SI-19 due every three years).

F. Prepare and file any other reports as required by the City and the State relating to claims experience, payments, etc. (e.g. Aggregate Defense Attorney Fee Report due to the State each year).

G. Administrator shall be responsible for complying with all State and other Federal rules/regulations and laws in association with and staying compliant as a third party administrator for self-insured plans/employers such as the City.

This includes, but is not limited to:

- FL Statute 440, Section 440.134
- FL Administrative Code 69L-7.602
- Federal Privacy Acts (HIPPA)
- Annual certification/recertification by the State of Florida/Department of Financial Services (Rules for Self Insurance regarding Service Companies, DFS-F2-SI-19)

### 3.15 Compliance with Rules of Division of Workers’ Compensation

It shall be the responsibility of the Administrator to comply with all rules and regulations promulgated by the various State agencies describing the practices and procedures of self-insurer service companies. Administrator will be responsible for all required EDI Division Workers’ Compensation (DWC) and SCHIP Centers for Medicaid and Medicare Services (CMS) reporting, at no additional charge.

Administrator must agree to reimburse the City for payment of any fines, penalties, or assessments assigned by the State of Florida or the Federal Government, or any other regulatory agency, for failure to comply with such rules and regulations, including EDI and SCHIP reporting, associated with the performance or responsibility of the service company.

### 3.16 Loss Fund Management

A. The Administrator is required to follow Florida law concerning public deposits. Specifically, the Administrator needs to follow F.S. 237.211(6) and F.S. 280 Security of Public Deposits. Failure to comply with these laws is sufficient cause for the City to terminate this Agreement with the Administrator.

B. All claims, expense and legal payments will be made by the Administrator on checks drawn on a separate account set up by the Administrator and funded monthly by the City in a manner agreed to by both parties. It is understood that all funds in this account are City funds and are to be returned to the City upon request or at termination of this Agreement.

C. The Administrator is responsible for the reconciliation of this account. Any requests for funding must be accompanied by justification of the amount requested. Additionally, Administrator will provide monthly bank statements to the City.

D. The reconciliation statement submitted by the Administrator to the City will include the following:
3.17 Computer Loss Information

All charges related to these services are to be included in the annual claims administration fee. Any costs associated with programming changes that are necessary to create a report required by the City are the responsibility of the Administrator. Advise what reports can be provided beyond those requested by the City and where there is an additional charge for these optional reports. Any fees to be charged for the creation of any reports requested by the City are to be included in the flat fee. All reports currently provided to the City are required from the successfully selected Administrator, at no additional cost to the City.

All claims data is the property of the City and any data and media will be provided to the City upon request or upon termination of this Agreement. All computer notes and payments, including dates, will be printed out and placed in the file prior to file transfer to a successive Administrator.

The selected Administrator, at their expense, will ensure all claims and payment data is included in their loss runs by December 31, 2016. Historical data from the City’s current Administrator’s database cannot be purged. Claims data for all open and closed claims must be transferred.

Loss runs are to be provided electronically in an Excel format on a monthly basis, no later than the 15th of the following month. Policy year, class code, loss description, reserves, paid, and department/location fields are to be included in the report. Loss runs should list each claim separately. Specific summary reports also must be provided. The following reports are required:

A. Claims list – lists all claims alphabetically
B. Check register
C. Cumulative report by claim type by year
D. Annual summary reports
E. Location report
F. Large loss or severity report
G. Safety/Loss control report
H. Excess insurance report
I. Litigation report
J. Legal payments report

3.18 Network Access and Development Services

Administrator is requested to provide the following network access and development services:

A. Provide the City access to a provider network that contains appropriate providers (Indicate if you own the network of physicians or if you lease it, who it is leased through). The City is interested in working with the Administrator to assure that high
quality providers, particularly in key specialties, are encouraged to participate in the network and who contractually agree to preferred appointment setting criteria and, reporting and standards to best address the medical and rehabilitative needs of the City's injured employees. Key specialties include internists, orthopedics, neurology, neurosurgery, occupational medicine specialties, pulmonology, infectious disease specialists, ear/nose/throat specialists, allergists, psychiatry and psychology. Provide contracting and credentialing services required to develop this client specific network. Develop and maintain combined directory of customized and traditional providers.

B. Provide peer review and utilization review services, as appropriate.

C. Provide reporting regarding network access, provider costs and outcomes.

3.19 Medical Bill Review and Audit Services
Administrator is requested to provide the following medical bill review and audit services:

A. For Medical Bill Review:

1. Promptly review medical/surgical bills (in and out of network) for accuracy including, but not limited to, as they relate to the following:
   a. Duplicate billings
   b. Unbundling of charges
   c. Up-coding of charges
   d. Approval and appropriate pre-certification

2. Review all medical bills that:
   a. Are not subject to fee schedule coding
   b. Are for services not specifically addressed in the fee schedule
   c. Need an in-depth medical interpretation of the rules and regulations
   d. In the exercise of professional judgment, specifically warrant review

3. Process and mail payment within 20 days of receipt of bill:
   a. Follow up on administrative or procedural denials on authorized treatment must continue until resolved
   b. Any bills in dispute or not paid within 45 days after receipt must be disclosed to the handling adjuster within 24 hours with a copy to the City in the same timeframe
   c. Reason for denial must be clearly defined and included in the notice

B. Reimburse the City for any overpayments made in the bill review process, within 30 days of identification of overpayment. Reimburse the City for any penalties and/or interest associated with inaccurate payments.

C. For Medical Auditing Services:

1. Audit in-network and out-network hospital/provider bills:
   a. Exceeding $5000
   b. Where a departmental charge exceeds 10% of the total bill, excluding room and board charges
   c. Others at the Administrator’s discretion or specific request by the City for accuracy and appropriateness
2. Develop and follow written policies on how late charges, no show charges and special payment arrangements are to be handled.

D. Develop and provide communication materials to explain the policies and procedures of the Medical Bill Review and Audit Services to:

1. The City of Fort Lauderdale
2. Medical providers

E. Develop and follow written grievance procedures for provider concerns.

3.20 Pharmaceutical Management Services
The Administrator shall recommend a prescription benefit management (PBM) vendor. It is anticipated that the Administrator will sub-contract these services. Details regarding the PBM’s services should be provided, including access, utilization review services, coordination of claims data and reporting.

In the past, the City has had some concern with PBM penetration as many prescriptions have been either dispensed by physicians or third party payers who were involved in the prescription payment process. Describe your experiences with these issues and to detail solutions and or PBM penetration guarantees.

Because some physicians were dispensing drugs directly to injured employees, the City’s current Administrator has taken steps to curtail excessive costs and will re-price the prescriptions. Fees for pharmaceuticals or pharmaceutical services shall be reimbursable at the applicable fee schedule amount (F.S. 440.13(12)c), except where the employer/carrier has contracted for a lower amount. Where the employer/carrier has contracted for such services and the employee elects to obtain them through a provider not a party to the contract, the reimbursement shall be at the schedule, negotiated, or contract price, whichever is lower. Address the issue of physician dispensing and the high cost of repackaged drugs. Describe how your other Florida based clients have handled this issue.

END OF SECTION
SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 Although proposals are accepted ‘hard copy’, the City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer’s inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.

4.1.2 Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

4.1.3 All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

4.1.4 Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.

4.1.5 All proposals will become the property of the City. The Proposer’s response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer’s response to the RFP, except to the extent that certain information is in the City’s opinion is a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer’s response to the RFP constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person.
or entity as a result of the City’s treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

4.1.6 One (1) original and two (2) copies plus five (5) electronic (soft) copies of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

4.1.7 By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the Proposal has full authority to bind the firm.

4.2 Contents of the Proposal
The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than fifty (50) pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents
The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary
Each Proposer must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications
Indicate the Proposers number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm’s ability to meet time and budget requirements. Indicate the firm’s initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable);
Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work
Provide in concise narrative form, your understanding of the City’s needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm’s current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.5 References
Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City.

4.2.6 Minority/Women (M/WBE) Participation
If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company’s previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors
Proposer must clearly identify any subcontractors that may be utilized during the term of this Agreement.

4.2.8 Required Forms

a. Proposal Certification
Complete and attach the Proposal Certification provided herein.

b. Cost Proposal
Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.
c. **Non-Collusion Statement**  
This form is to be completed, if applicable, and inserted in this section.

d. **Contract Payment Method**  
This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the Contract term, or Contract award by the City.

e. **Sample Insurance Certificate**  
Demonstrate your firm’s ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies’ names for the required coverage and limits.

f. **Business License**  
Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida

*END OF SECTION*
SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award
Notice of Intent to Award Contract/Bid, resulting from the City’s Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at http://www.fortlauderdale.gov/purchasing/bidresults.htm, or any interested party may call the Procurement Office at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All Committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list no less than three (3) Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The Committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of Contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

<table>
<thead>
<tr>
<th>ABILITY TO MEET OBJECTIVES</th>
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<tbody>
<tr>
<td>Understands the scope of the services</td>
<td>20%</td>
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<tr>
<td>Meets technical specifications</td>
<td>20%</td>
</tr>
<tr>
<td>QUALIFICATIONS</td>
<td></td>
</tr>
<tr>
<td>References, past performance, years providing workers’</td>
<td>30%</td>
</tr>
<tr>
<td>compensation claims administration</td>
<td></td>
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<tr>
<td>COST SAVINGS</td>
<td></td>
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<tr>
<td>Total Service Cost</td>
<td>30%</td>
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<tr>
<td>---------------------</td>
<td>-----</td>
</tr>
<tr>
<td>TOTAL PERCENT AVAILABLE:</td>
<td>100%</td>
</tr>
</tbody>
</table>

5.3 **Contract Award**

The City reserves the right to award a contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

*END OF SECTION*
SECTION VI – COST PROPOSAL PAGES

6.1 Service and Requirements Related to Costs

Proposer agrees to supply the services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Proposers are required to provide flat, annual fees (made payable in 12 equal monthly installments) for all services, except those specifically noted, including the following services:

A. City of Fort Lauderdale dedicated service unit with all adjusting and supervisory staff on site, within the State of Florida that contains claims professionals assigned solely to the City’s claims.

B. All required staffing, including an Account Manager

C. Administration of all new and old claims, including indexing, for the life of the contract plus an additional 180 days.

D. Data conversion.

E. First notice of injury reporting services.

F. All bill review services, including services to re-price City specific pricing agreements with medical and other service providers.

G. All electronic reporting to the State, CMS for SCHIP services, ISO searches, etc.

H. Access to Internet based information system for four (4) users.

I. Access to prescription benefit management services (PBM).

J. All provider network access.

K. Network development services, including contracting and credentialing assistance.

L. Shipping (including a change in the administrator) and storage of all open and closed files.

M. Any reporting other than what the City has already requested.

N. SCHIP reporting and Florida EDI

Fees proposed must be all-inclusive of the above noted services. Any fee proposal structured to the contrary will not be considered. No allocated loss adjusting expenses, or similar claim charges will be considered for any of these services. Fees must include the taking over of all old claims, including the data transfer and any additional run-in fee charged by the City’s current and previous carriers for the transfer of data.
The City has final authority on the selection of the medical managed care partner including Telephonic Case Management and Field Case Management. Please quote each of the fixed component costs separate from your claims administration fee via the attached spreadsheet. The City reserves the right to award the contract in such combination that shall best serve the interest of the City.

The City requires full and total disclosure in its vendor relationships. Therefore, any commission, service fee, revenue sharing, rebates, including profits, or any other form of remuneration paid to the Proposer, ownership affiliated organizations (including subsidiary, jointly held, jointly ventured or companies owned by the same parent company as the Proposer), agent, broker, lobbyist or third party must be identified in the Proposal and throughout the term of the Contract.

Proposer must identify all sub-contractors who will be used to provide the services outlined in this RFP. The flat fee paid by the City must be the only remuneration to the proposer for services provided to the City and proposers must receive no revenue for these services from sub-contractors.

### 6.2 Costs

Please provide to the City your annual flat fee paid in 12 equal monthly installments for the first three years (initial contract period). The flat fee will include all costs, including travel and miscellaneous expenses. No other costs will be allowed except for those requested below. Please provide pricing for either Item 1 or Item 2 below.

**TOTAL ANNUAL FIRM FIXED FEE, FOR THE FIRST THREE-YEARS (INITIAL CONTRACT PERIOD).**

1. $ ___________________/ANNUAL COST X 3 YRS = $ ______________________

   **OR**

2. If, Contractor cannot offer the same annual cost for the first three years (initial contract period), please provide below, what your Firm Fixed Fee will be for each of the first three years of the initial contract period. No other costs will be allowed.

   Year One: $________________________
   
   Year Two: $________________________
   
   Year Three: $________________________
   
   Total 3 Years: $________________________

**ALSO**

The City also has two (2) one-year renewal options providing all terms conditions and specifications remain the same, both parties agree to the extensions, and such extensions are approved by the City Manager. Please provide below, your Firm’s Fixed Annual Cost for each of these renewal options, should both parties agree to the renewals.
3. Annual Firm Fixed Renewal Options:

First Renewal Option $_________________  Second Renewal Option $_________________

**Award of points for this RFP for criteria Annual Cost to the City will be based on the initial contract period cost for the first three-year period (either item 1 or 2).**

Submitted by:

<table>
<thead>
<tr>
<th>Name (printed)</th>
<th>Signature</th>
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</table>

<table>
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<tr>
<th>Date</th>
<th>Title</th>
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Any deviations from the specifications/requirements proposed in this RFP must be disclosed and clearly explained in the respondent’s written response. Alternatives to any deviations will be considered by the City.
SECTION VII – SUPPLEMENTAL QUESTIONS

Specific requirements regarding services have been outlined in prior sections of this RFP. In addition to information that may be provided in your proposal and required elsewhere in this RFP, please answer the following (restate question in each answer):

1. How many years has your company been licensed to operate in this industry?

2. How many years of experience does the company have in handling municipal claims?

3. At the time of bid submission, how many clients does the company currently service in Florida?

4. At the time of bid submission, how many municipal clients does the company currently service in Florida?

5. How many years has your longest municipal client been with your company?

6. Where is your office located?

7. Number of professional claim staff at that location.

8. Can you provide all the required services with your own personnel?

9. Name, experience, resume and professional designations of claims manager.

10. Name, experience, license type, resume and professional designations of any supervisory level employees that will have responsibility for this account.

11. Name, experience, license type, resume and professional designations of the designated adjusters that will have responsibility for this account.

12. Advise the current pending case load for each designated adjuster.

13. What is the current number of monthly new assignments to each adjuster?

14. Will the award of this Contract necessitate an increase in your staff size to meet the City's staffing and caseload requirements and will that be in place by October 1, 2016?

15. Estimate the percentage of time your adjusters are out of the office doing field work. If all are telephone adjusters, please indicate.

16. What is your annual employee turnover ratio among adjusters?

17. What tools do you use to manage adjuster caseloads?


19. Do you utilize independent contracted adjusters and under what circumstances?

20. Name, address, phone and contact person for independents you utilize.
21. Do you own your own risk management information system (RMIS)? If not, who owns the data and what policy do you have in place in the event of an issue with the owner?

22. Please describe in detail, including features, your claims management information system.

23. Is the claims administration software used by your organization the same software that generates customer reporting? Describe the system/software used to generate ad hoc reports?

24. Do you have the capability to provide all the loss data reports required? Explain.

25. Do you have the capability to transfer the City's prior claims data to your information system by March 31, 2016? Can you complete this sooner than March 31, 2016?

26. Are there any ownership-affiliated organizations contemplated to be utilized in the performance of this contract either directly or indirectly? Ownership affiliation would include subsidiary, jointly held, jointly ventured or companies owned by the same parent company as the Proposer. If the answer is yes to any of the above, please list and explain the companies, the services offered and describe how are they compensated?

27. Other than the direct pricing proposed within this response, does or will your company receive any commissions, revenue sharing, rebates or any other remuneration, including profits from subsidiary or ownership affiliated organizations providing services to the City? If so, please explain.

28. Do you have an ownership affiliation with the network that you utilize?

   a. If not, please describe the business relationship and provide the name of the company that owns the network. Do you or any of your ownership affiliated organizations receive any remuneration or compensation, directly or indirectly, from this agreement?
   b. If so, do you or any of your ownership affiliated organizations receive any remuneration or compensation, directly or indirectly, from this agreement?

29. Explain any fees proposed for managed care (medical case management, bill review, and UR and rehabilitation services). These are not to be included in the annual fee proposed. If you use a subcontractor, which firms do you use?

30. Explain, in detail, any deviation from the services or fee structure type required, specifically indicating any services you cannot perform. Specifically indicate what you consider as allocated expenses and therefore not included in your annual fee proposed amount.

31. What is the average turnaround time of the payment of medical bills?

32. Describe your banking procedures and requirements for loss fund payments?

33. How will you measure whether there is effective delivery of services to the client during the term of the Contract?
34. Do you have any written performance standards in place? If so, please provide us with a copy of these standards, if not; are you willing to implement mutually agreed performance standards?

35. What do you, as the vendor, expect of the City during the transition and implementation phase? How do you propose to get to know us?

36. Please list the excess workers' compensation carriers you are authorized to conduct business?

37. Do you currently file state and excess insurance forms on behalf of your clients? Explain.

38. How is communication handled with the client and local operations?

39. Do you have an emergency operations plan? If so, have you ever exercised that emergency plan and what were the results?

40. In the event of a catastrophe / emergency that disables your office handling the City's claims, where are your back-up locations?

END OF SECTION
CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 BIDDER ADDRESS: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB’S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid’s availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish to purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 PACKING SLIPS: It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor’s expense.

1.04 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 VARIANCES: For purposes of bid evaluation, Bidder’s must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City’s sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder’s registration list for the Commodity Class Item requested in this ITB.

1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) “A Minority Business” is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term “Minority Business Enterprise” means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a “Women Owned or Controlled Business” is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) “Small Business” means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistanian and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

PROPOSAL – a proposal received in response to an RFP.

RESPONDENT BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS:

To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder’s and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS:

If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, the Bidder shall provide adequate information to allow the City to determine if the model bid meets the City’s requirements.

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Page 2
3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder’s expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer’s response to the RFP purporting to require confidentiality of any portion of the Proposer’s response to the RFP, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer’s response to the RFP constitutes a Trade Secret. The city’s determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold...
harmless the city and the city’s officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city’s treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City’s bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City’s interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder’s financial resources; the availability, quality and adaptability of the Bidder’s supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY’S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWAR


PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City’s Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City’s Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City’s Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor’s expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City’s bidder’s mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

Form G-107 Rev. 02/15
5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder’s expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney’s fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City’s property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor’s cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor.
and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City of a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 LOCATION OF UNDERGROUND FACILITIES: If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES: If applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

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In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) Business Name is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) Business Name is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) Business Name is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) Business Name requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) Business Name requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) Business Name is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: ____________________________________________________________

AUTHORIZED COMPANY PERSON: ________________________________ NAME

_________________________ SIGNATURE ____________________________ DATE
CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City’s P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

_________ Master Card

_________ Visa Card

Company Name: _________________________________________

__________________________________________________________________________

Name (printed)                                           Signature

__________________________________________________________________________

Date:                                                  Title
BID/PROPOSAL CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) _____________________________________________

Address: __________________________________________________________________

City: __________________________________________ State: ______ Zip: __________

Telephone No. __________________ FAX No. __________________ Email: __________________

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): __________

Payment Terms (section 1.04 of General Conditions): __________________

Total Bid Discount (section 1.05 of General Conditions): __________________

Does your firm qualify for MBE or WBE status (section 1.09 of General Conditions): MBE _____ WBE ______

ADDITIONAL ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

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VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDSYNC you must also click the “Take Exception” button.

___________________________________________________________________________________________

______________________________________________________________________________________

___________________________________________________________________________________________

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City’s liability for respondent’s direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City’s protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed) ___________________________ Signature ___________________________

Date: ____________ Title ____________________________

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### Activity by Bill Organization ID

#### Prompt Criteria Selections

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20160301
**Managed Care Savings**  
Client: 000816 - CITY OF FT. LAUDERDALE

Payment Dates: 2015-01-01 thru 2015-12-31  
State: All States  
Vendor: All Vendors  
Loss Program/Claim Period: All LP/CP  
Coverages: WC-I - WORKERS COMPENSATION, WC-M - WORKERS COMPENSATION  
Managed Care Services: BILL REVIEW, ENHANCED SYSTEM SAVINGS, CLINICAL VALIDATION, PPO, PHYSICAL MEDICINE, OUT OF NETWORK  
Level: CITY  
Pyramid Units: All Units  
Include Paycodes: All Pay Codes

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<td>FL</td>
<td>5,606</td>
<td>5,783,487.26</td>
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**Note:** The bill count and charges for all Enhanced System Savings, Clinical Validation, PPO, Physical Medicine, and Out of Network bills are represented in the Bill Review figures. Total Lines exclude the charges and bill counts so as not to double count these values.
**Managed Care Savings**  
**Client: 000816 - CITY OF FT. LAUDERDALE**  
Payment Dates: 2015-01-01 thru 2015-12-31  
State: All States  
Coversages: WC-I - WORKERS COMPENSATION, WC-M - WORKERS COMPENSATION  
Vendor: All Vendors  
Managed Care Services: BILL REVIEW, ENHANCED SYSTEM SAVINGS, CLINICAL VALIDATION, Loss Program/Claim  
PPO, PHYSICAL MEDICINE, OUT OF NETWORK  
Level: CITY  
Pyramid Units: All Units  
Include Paycodes: All Pay Codes

**Summary**

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<td>Summary</td>
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<td>5,606</td>
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<td>4,085,061.38</td>
<td>70.6%</td>
<td>0.00</td>
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</tbody>
</table>

*Note:* The bill count and charges for all Enhanced System Savings, Clinical Validation, PPO, Physical Medicine, and Out of Network bills are represented in the Bill Review figures. Total Lines exclude the charges and bill counts so as not to double count these values.
ADDENDUM NO. 1

RFP No. 565-11767
TITLE: Third Party Workers’ Compensation Administration

ISSUED: May 24, 2016

This addendum is being issued to make the following changes:

1. Section 2.28 Service Test Period: This section does not apply to this solicitation and has been removed.

   **2.28 Service Test Period**
   If the Proposer has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Proposer can perform in accordance with the requirements of the Contract, and to the City’s satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the Contract. This trial period will then become part of the initial Contract period.

   A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City’s decision to continue with the Proposer or to select another proposer (if applicable).

2. Section 6.1, 1st paragraph on page 34 now reads:
   The City has final authority on the selection of the medical managed care partner including Telephonic Case Management and Field Case Management. Please quote each of the fixed component costs separate from your claims administration fee via the attached spreadsheet. The City reserves the right to award the contract in such combination that shall best serve the interest of the City.

3. Section VII Supplemental Questions: Question 25 now reads:
   Do you have the capability to transfer the City’s prior claims data to your information system by March 31, 2016 January 1, 2017? Can you complete this sooner than March 31, 2016 January 1, 2017?
All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB
Senior Procurement Specialist

Company Name: ______________________________________________________
(please print)

Bidder’s Signature: ____________________________________________________

Date: ____________________________
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### Managed Care Savings

**Client:** 000816 - CITY OF FT. LAUDERDALE

**Payment Dates:** 2013-01-01 thru 2014-12-31

**Managed Care Services:** BILL REVIEW, CLINICAL VALIDATION, ENHANCED SYSTEM SAVINGS, OUT OF NETWORK, PHYSICAL MEDICINE, PPO, RX/DENTAL

**Include Level:** 1 - CITY  
**Pyramid Units:** All Units

**Include Paycodes:** All Pay Codes

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<th>Number of Bills</th>
<th>Total Charges</th>
<th>Bill Review</th>
<th>Enhanced System Savings</th>
<th>Clinical Validation</th>
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<td>58.40%</td>
<td>1,481,290.01</td>
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<tr>
<td>CITY</td>
<td>12,887</td>
<td>13,422,218.63</td>
<td>7,121,831.78</td>
<td>58.40%</td>
<td>1,481,290.01</td>
<td>884,242.11</td>
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ADDENDUM NO. 2

RFP No. 565-11767
TITLE: Third Party Workers’ Compensation Administration

ISSUED: May 26, 2016

This addendum is being issued to make the following changes:

1. The revised end date for Questions and Answers for this RFP has been changed to June 1, 2016, prior to 5:00 pm.

2. The revised opening date for this RFP has been changed to June 15, 2016, prior to 2:00 pm.

3. A Managed Care Savings Report for 2013 and 2014 has been included for review purposes.

Ginah Joseph
Procurement Specialist II

Company Name:___________________________________________________
(Please print)

Bidder’s Signature:_________________________________________________

Date: ______________________________
# Question and Answers for Bid #565-11767 - Third Party Workers' Compensation Administration

## Overall Bid Questions

1. **Question 1**  
   Who is the current third party administrator?  
   **Answer**  
   - Gallagher Bassett Services, Inc.  
   (Submitted: May 12, 2016 12:39:34 PM EDT)

2. **Question 2**  
   Who is the current bill review provider?  
   **Answer**  
   - Gallagher Bassett Managed Care Services - GBMCS  
   (Submitted: May 12, 2016 12:39:49 PM EDT)

3. **Question 3**  
   Will the City please provide excel loss runs?  
   **Answer**  
   - Yes. Please provide particulars.  
   (Submitted: May 12, 2016 12:40:07 PM EDT)

4. **Question 4**  
   How many new claims have occurred by claim type (medical only/indemnity) each year for the last 10 years?  
   **Answer**  
   - See attached spreadsheet  
   (Submitted: May 12, 2016 12:41:07 PM EDT)

5. **Question 5**  
   Approximately, how many open/reopened claims by claim type (indemnity/medical only) will be transferred to the new third party claims administrator?  
   **Answer**  
   - As of May 12, 2016 the open inventory stands at 224 Indemnity claims and 31 MOâ€™s.  
   (Submitted: May 12, 2016 12:42:23 PM EDT)

6. **Question 6**  
   - 1. Whether companies from Outside USA can apply for this?  
     (like, from India or Canada)  
   - 2. Whether we need to come over there for meetings?  
   - 3. Can we perform the tasks (related to RFP) outside USA?  
     (like, from India or Canada)  
   - 4. Can we submit the proposals via email??????â€?  
   **Answer**  
   - 2. Please refer to sections 2.7 and 3.12  
   - 3. Please refer to sections 2.14.1, 2.14.5, 2.14.9, 2.7, 3.6, 3.12 and 6.1  
   - 4. No  
   (Submitted: May 13, 2016 2:52:53 AM EDT)

7. **Question 7**  
   Please clarify if the following services are to be included in the annual flat fee:  
   - Telephonic Nurse Case Management Yes No  
   - Medical Bill Review Yes No  
   - Utilization Review Yes No  
   - Peer Review Yes No  
   - PPO Network Access Yes No  
   **Answer**  
   - Telephonic Nurse Case Management - No, see Section VI at the bottom of the page which requests a quote.  
   - Medical Bill Review - Yes, not specifically excluded. See Section VI, 6.1 E  
   - Utilization Review - No, see 3.12 G â€“ Should be considered as expert services  
   - Peer Review Yes No - No, See 3.12 G â€“ Should be considered as expert services  
   - PPO Network Access - Yes, not specifically excluded  
   (Submitted: May 16, 2016 1:30:38 PM EDT)

8. **Question 8**  
   - 2. Please refer to sections 2.7 and 3.12  
   - 3. Please refer to sections 2.14.1, 2.14.5, 2.14.9, 2.7, 3.6, 3.12 and 6.1  
   - 4. No  
   (Submitted: May 16, 2016 9:27:15 AM EDT)

9. **Question 9**  
   - 2. Please refer to sections 2.7 and 3.12  
   - 3. Please refer to sections 2.14.1, 2.14.5, 2.14.9, 2.7, 3.6, 3.12 and 6.1  
   - 4. No  
   (Submitted: May 16, 2016 9:27:15 AM EDT)
Question 45
- Please provide the number of Medical Bills reviewed over the last three years. Please break out by type of if possible, i.e. (Hospital, Physician, DME, Physical Therapy, Diagnostics, Transportation, Rx).  (Submitted: May 16, 2016 1:31:18 PM EDT)

   Answer
   - Number of Medical Bills received over the last 3 years is 16,775. We will provide a breakout in the near future.  (Answered: May 19, 2016 1:45:55 PM EDT)

Question 46
- Please provide the number of Utilization Reviews completed in each of the past three years?  (Submitted: May 16, 2016 1:32:10 PM EDT)

   Answer
   - 30 URs’s completed over the last three years.  (Answered: May 19, 2016 1:45:56 PM EDT)

Question 47
- Please provide the number of Peer Reviews completed in each of the past three years?  (Submitted: May 16, 2016 1:32:38 PM EDT)

   Answer
   - 16 Peer reviews completed over the last three years.  (Answered: May 19, 2016 1:45:55 PM EDT)

Question 48
- Provide loss run data for 5 years in excel format.  (Submitted: May 17, 2016 11:40:54 AM EDT)

   Answer
   - See question #3. We need the data elements (parameters) in order to run the report.  (Answered: May 19, 2016 1:45:55 PM EDT)

   Answer
   - Data elements have not been provided to date. What specific parameters are you inquiring about (e.g. date of injury, type of injury, etc...). Please provide this information prior to the Q&A deadline of May 25, 2016 at 5:00pm or we will be unable to provide a response.  (Answered: May 23, 2016 11:18:58 AM EDT)

Question 49
- Provide the number of incident only report only claims per year.  (Submitted: May 17, 2016 11:41:10 AM EDT)

   Answer
   - Three Incidents reported over the last 12 months. These are generally kept internally.  (Answered: May 19, 2016 1:45:55 PM EDT)

Question 50
- Who is the city’s current excess carrier?  (Submitted: May 17, 2016 11:41:18 AM EDT)

   Answer
   - Colony Insurance Company  (Answered: May 19, 2016 1:45:55 PM EDT)

Question 51
- Are Bill Review and PPO fees required to be included in the annual fee or can they be priced separately and paid as allocated expenses from the claim files?  (Submitted: May 17, 2016 11:41:32 AM EDT)

   Answer
   - All Managed Care fees are to be included in the flat pricing.  (Answered: May 19, 2016 1:45:55 PM EDT)

Question 52
- What was the number of medical bills processed by year for the past 3 full years?  (Submitted: May 17, 2016 11:41:43 AM EDT)

   Answer
   - A total of 16,775 bills over the last three years.  (Answered: May 19, 2016 1:45:55 PM EDT)

Question 53
- What was the total amount of fees paid by the city to Gallagher Bassett for bill review and PPO savings for the past 3 full years? Was this included in their flat annual fee or paid as an allocated expense from each respective claim file?  (Submitted: May 17, 2016 11:41:56 AM EDT)

   Answer
   - Managed Care fees are included in the flat fee.  (Answered: May 19, 2016 1:45:55 PM EDT)

Question 54
- What was the total amount of fees paid by the city for case management services for the past 3 full years?  (Submitted: May 17, 2016 11:42:06 AM EDT)

   Answer
   - $747,204 for 2013, 2014, and 2015  (Answered: May 19, 2016 1:45:55 PM EDT)

Question 55
- How many assignments were made for case management per year?  (Submitted: May 17, 2016 11:42:15 AM EDT)
Answer

Question 19
Please provide a copy of current contract with all extensions, including contracted fees. (Submitted: May 17, 2016 11:42:29 AM EDT)
Answer
- The current contract is available for review online at the following link: http://www.fortlauderdale.gov/departments/finance/procurement-services/contract-documents-and-awards (Answered: May 19, 2016 1:45:55 PM EDT)

Question 20
Will incumbent only handle new claims for the initial 3 month period ( to 12/31/16) or take over all claims on 10/1/16? (Submitted: May 17, 2016 11:42:58 AM EDT)
Answer
- If a new vendor is chosen, the new vendor will handle new claims as of 10/1/16. The currently contracted vendor will handle the existing claims until 12/31/16, at the latest. We would prefer to have the new vendor (if chosen) handle the existing claims as soon as possible. (Answered: May 19, 2016 1:45:56 PM EDT)

Question 21
Provide the number of open heart/lung presumption claims. (Submitted: May 17, 2016 11:43:09 AM EDT)
Answer
- There are 113 open heart/lung claims as of May 15, 2016 (Answered: May 19, 2016 1:45:56 PM EDT)

Question 22
What are the current fees the city is charged for medical bill review ( the per bill fee) and PPO savings ( what are the percentage of savings fees)? (Submitted: May 17, 2016 6:25:16 PM EDT)
Answer
- The Managed Care fees are included in the flat fee pricing. (Answered: May 19, 2016 1:45:56 PM EDT)

Question 23
What is the current fee paid to Corvel for telephonic and field case management services ( per hour or per claim)? (Submitted: May 17, 2016 6:25:25 PM EDT)
Answer
- We only do field case management at $95 per hour
We do not do telephonic case management (Answered: May 19, 2016 2:50:13 PM EDT)

Question 24
Payment Method - Under section 2.8, the method of payment will be via the Procurement Card, P-Card. Will this be the only acceptable method of receiving payment? Will any other methods be considered such as a wire transfer? (Submitted: May 20, 2016 11:20:04 AM EDT)
Answer
- The P-card will be the only acceptable method of payment. (Answered: May 20, 2016 11:49:23 AM EDT)

Question 25
Related to the City's Medical Bill Review history, please provide the following summary information:
- Total number of bills processed in 2015
- Total number of lines processed in 2015
- Total Billed charges
- Total Fee Schedule Reductions
- Total PPO Network Reductions
- Total Specialty Reductions
- Total Other Reductions
- PPO Penetration Percentage (Submitted: May 20, 2016 4:27:01 PM EDT)
Answer
- The following documents have been included for your review:
  Line Bill Count 1/1/15 to 12/31/15
  Paid Bills 1/1/15 to 12/31/15 (Answered: May 24, 2016 10:00:33 AM EDT)

Question 26
It is clear that the City desires a concise RFP response. Does the City desire detailed responses to the line items in Section III: Technical Specs/Scope of Service, or is an acknowledgment and indication of acceptance preferred? (Submitted: May 20, 2016 4:47:27 PM EDT)
Answer
- An acknowledgment and indication of acceptance is certainly reasonable, depending on the particular question...
or comment, but if your company has an answer that would set them apart from the competition, it should be documented in the response. (Answered: May 23, 2016 11:18:58 AM EDT)

**Question 27**
This is an important acquisition for the City, requiring substantial evaluation and effort by administrators participating in the bid process to provide a professional and detail-oriented response. As some questions remain unanswered or partially answered, and we are facing an upcoming holiday weekend, will the City consider extending the deadline for proposal submissions by ten (10) business days? (Submitted: May 20, 2016 4:51:57 PM EDT)

**Answer**
- We are not aware of any questions that remained unanswered as of Friday afternoon, and the only question that was partially answered was responded to twice by asking for the parameters necessary for the report. These were questions #3 and #11. (Answered: May 23, 2016 11:18:58 AM EDT)

**Question 28**
The Non-Collusion Statement posted does not include a line for signature. Should proposers add a signature line, or will the City modify the form? (Submitted: May 20, 2016 4:57:59 PM EDT)

**Answer**
- The form will not be modified. Complete the form with any disclosed relationships, or if none, submit the form as is. (Answered: May 23, 2016 9:25:07 AM EDT)

**Question 29**
Contract Payment Method by P-CARD: Public entity proposals are evaluated with an extremely high emphasis based on TPA fees even though the profit margin for a third party claims administrator may typically be a low as 4-7%. As one of the largest organizations specializing in third party workers’ compensation claims administration (for public entities and customers who have budget constraints), we have opted not to accept credit cards that can incur an additional 2.5% (or more) of fees. Will the City please reconsider its requirement for Contract Payment Method by P-Card? (Submitted: May 23, 2016 5:56:27 PM EDT)

**Answer**
- The City will not reconsider this requirement. (Answered: May 24, 2016 10:02:42 AM EDT)

**Question 30**
Will the City please answer Question 25? This information is required if the cost for all bill review pricing and PPO Network access is to be included in the flat annual administration fee. (Submitted: May 23, 2016 7:41:47 PM EDT)

**Answer**
- Question 25 was posed at the end of business on Friday and received at the open of business on Monday and responded to this morning. (Answered: May 24, 2016 10:02:42 AM EDT)

**Question 31**
Please provide current open claim counts by coverage type. (Submitted: May 24, 2016 10:18:49 AM EDT)

**Answer**
- See the answer to Question #5 for the coverage type breakdown on open claim counts. (Answered: May 24, 2016 4:25:23 PM EDT)

**Question 32**
As all-inclusive pricing is requested, please provide the following for the last three years:

- a. total billed
- b. total fee schedule paid
- c. total amount of PPO discounts
- d. all other UR savings
- e. total paid to providers
- f. all fees paid for Bill Review services (Submitted: May 24, 2016 10:19:19 AM EDT)

**Answer**
- Answers provided in numerous previous questions. (Answered: May 24, 2016 4:25:23 PM EDT)

**Question 33**
The RFP indicates on page 7 that a proposer be SSAE 16, SOC 2, Type II compliant throughout the life of the Agreement. We are able to supply an SSAE 16, SOC 1, Type II report. Will this certification be acceptable to the City? (Submitted: May 24, 2016 10:19:48 AM EDT)

**Answer**
- No. The City requires a SOC 2, Type I report at submittal and then a SOC 2, Type II report on an annual basis thereafter. (Answered: May 24, 2016 4:25:23 PM EDT)

**Question 34**
On p. 13, the RFP states: If the Proposer has not previously performed the services to the City, the City reserves...
the right to require a test period to determine if the Proposer can perform in accordance with the requirements of the Contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the Contract. This trial period will then become part of the initial Contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Proposer or to select another proposer (if applicable). What does the performance evaluation entail? (Submitted: May 24, 2016 10:20:12 AM EDT)

Answer
- This is standard language in the RFP template. It is not applicable for this particular RFP. (Answered: May 24, 2016 4:25:23 PM EDT)

Question 35
On p. 15, the RFP states ÒThe transfer of all claims data must be completed by January 1, 2017.Ó And then on p. 37, question 25 asks: ÒDo you have the capability to transfer the City's prior claims data to your information system by March 31, 2016? Can you complete this sooner than March 31, 2016?Ó Please confirm the date by which the City would like the transfer to be complete. (Submitted: May 24, 2016 10:20:42 AM EDT)

Answer
- Question 25 on page 37 is a typo. It should read January 1, 2017. (Answered: May 24, 2016 4:25:23 PM EDT)

Question 36
P. 33 of the RFP indicates the City of Fort Lauderdale is looking for "a dedicated service unit with all adjusting and supervisory staff on site, within the State of Florida that contains claims professionals assigned solely to the Cityâ€™s claims."

Is it the Cityâ€™s intention to provide space for adjusting claims staff in the Cityâ€™s offices or are you requesting that all staff working on your account be housed in the TPA’s service location? (Submitted: May 24, 2016 10:21:17 AM EDT)

Answer
- On-site meaning in the office located within the State of Florida. The City will not be providing space for any staff employed by the selected vendor. (Answered: May 24, 2016 4:25:23 PM EDT)

Question 37
On p. 33, the RFP states: "Fees proposed must be all-inclusive of the above noted services. Any fee proposal structured to the contrary will not be considered. No allocated loss adjusting expenses, or similar claim charges will be considered for any of these services. Fees must include the taking over of all old claims, including the data transfer and any additional run-in fee charged by the Cityâ€™s current and previous carriers for the transfer of data."

What is the run-in fee charged by the Cityâ€™s current and previous carriers for the transfer of data? (Submitted: May 24, 2016 10:21:42 AM EDT)

Answer
- We are not aware of any fees that were charged, but if this ever occurs, the City does not want to be responsible for the fees. (Answered: May 24, 2016 4:25:23 PM EDT)

Question 38
On p. 34 the RFP indicates â€œThe City has final authority on the selection of the medical managed care partner including Telephonic Case Management and Field Case Management. Please quote each of the fixed component costs separate from your claims administration fee via the attached spreadsheet.â€

Please provide a copy of the referenced spreadsheet. (Submitted: May 24, 2016 10:21:57 AM EDT)

Answer
- A spreadsheet is not necessary. (Answered: May 24, 2016 4:25:23 PM EDT)

Question 39
Does providing (5) electronic (soft) copies of the proposal mean the City would accept (5) cds of the electronic proposal? (Submitted: May 24, 2016 10:28:58 AM EDT)

Answer
- Yes (Answered: May 24, 2016 4:25:23 PM EDT)

Question 40
Please provide Excel loss runs for all claims with date of injury from 1.1.05 to 4.30.16 valued as of 4.30.16 to include the following data fields: Claimant number
Claimant type
Status
Closed date
Reopen date
Hire date, if available
Incident date
Accepted date
Denied date
Delayed date
Injury Illness Desc
Claim Cause
Incident Type
Body Part
Nature of Injury
Department or Division (Hierarchy), if available
Litigation (Yes or No)
Policy Year Desc
TPA Received Date
Indemnity Paid
Rehab Paid
Medical Paid
Legal Paid
Other Paid
Indemnity Incurred
Rehab Incurred
Medical Incurred
Legal Incurred
Other Incurred
Total Paid
Total Incurred
Total OS Reserves
Total Recovery
Occupation
How Incident Occurred
Equipment Used
Claim State
Jurisdiction State
Insured State
State of Division Case Number
Loss Days
Average Wkly Wage, if available
Gender Code
Represented Notice Date, if available

Answer

Question 41
Can you please clarify the conflicting request as it relates to the flat fee? Under Section VII, 29, it states that the following services are not to be included: medical case management, bill review, and UR and rehabilitation services. However Under Section VI, 6.1, F, G, I, J & K it states these services should be included. Can you clarify you position on the flat fee and what is to be included or excluded?

Under Section VII, 29, it states:
1. Explain any fees proposed for managed care (medical case management, bill review, and UR and rehabilitation services). These are not to be included in the annual fee proposed. If you use a subcontractor, which firms do you use?

Under section VI, 6.1, F, G, I, J & K it states:
Proposers are required to provide flat, annual fees (made payable in 12 equal monthly installments) for all services, except those specifically noted, including the following services:

F. All bill review services, including services to re-price City specific pricing agreements with medical and other service providers.
G. All electronic reporting to the State, CMS for SCHIP services, ISO searches, etc.
I. Access to prescription benefit management services (PBM).
J. All provider network access.
K. Network development services, including contracting and credentialing assistance (Submitted: May 24, 2016 4:57:28 PM EDT)

Answer
- Question 29 should read (medical case management, PEER review, and UR and rehabilitation services) 
(Answered: May 24, 2016 5:32:10 PM EDT)

**Question 42**
The RFP references mandatory compliance with SSAE 16, SOC 2, Type II, and submission of SSAE 16 SOC 2, Type II report with the proposal. Does the current TPA comply with this requirement? If yes, please provide a copy of the current report.  
(Submitted: May 24, 2016 5:52:09 PM EDT)

**Answer**
- No. A SOC 2 report was not requested in the Cityâ€™s RFP that went out in 2011.  
(Answered: May 25, 2016 2:41:52 PM EDT)

**Question 43**
The RFP references mandatory compliance with SSAE 16, SOC 2, Type II, and submission of SSAE 16 SOC 2, Type II report with the proposal. This is not a current standard requirement in the industry. As a TPA approved by all major carriers in the US, there are not any carriers or regulatory agencies requiring more than SSAE 16 (SOC 1) Type II compliance. Given that this is not standard requirement in the industry and could cost hundreds of thousands of dollars to change processes, audit requirements for qualified â€œBig Fourâ€ firms (vs. Industry Cottage firms) to update complex programs we would like to ask if the City would accept SSAE 16 (SOC 1) Type 2 compliance? And if yes, will the City accept the most recent opinion letter from its professional services audit firm rather than the full report?  
(Submitted: May 24, 2016 5:52:30 PM EDT)

**Answer**
- The SOC 2 report is a more comprehensive report on the controls a company has in place to protect not only their clientsâ€™ financial assets, but personal identifying information as well. Considering the breaches into the security of some major companies over the past few years, the City wants to ensure that its financial and non-financial assets are protected. However, with that said, the City understands your points made above. You may submit as an exception and provide an explanation of what you have in place and why you feel the Cityâ€™s assets are protected under your current processes and procedures. In addition, Section 2.33 â€œService Organization Controls.â€ requires that a Type I report is provided with the proposal and a Type II report is required annually during the term of the contract.  
(Answered: May 25, 2016 2:41:52 PM EDT)

**Question 44**
Is the City able to provide the previously posted Managed Care Savings report for 2013 and 2014?  
(Submitted: May 25, 2016 12:48:04 PM EDT)

**Answer**
- See attached spreadsheet - Managed Care Savings Report for 2013 and 2014  
(Answered: May 26, 2016 10:02:00 AM EDT)

**Question 45**
Please provide the number of pharmacy bills processed for each of the last three years.  
(Submitted: May 25, 2016 3:38:16 PM EDT)

**Answer**
- Yes  
(Answered: May 25, 2016 3:38:16 PM EDT)

- There were 1,931 pharmacy bills  
(Answered: May 26, 2016 10:02:00 AM EDT)

- Please provide the number of Medical Bills reviewed for each of the past three years. Please break out by type.  
(Submitted: May 16, 2016 10:46:06 AM EDT)

**Answer**
- Number of Medical Bills received over the last 3 years is 16,775. We will provide a breakout in the near future.  
(Submitted: May 17, 2016 11:42:15 AM EDT)

- Question 38 asks for the number of pharmacy bills.  
(Answered: May 17, 2016 11:42:58 AM EDT)

- Please refer to sections 2.7 and 3.12 for the answers to your questions.  
(Answered: May 20, 2016 4:57:59 PM EDT)

- On p. 33, the RFP states: “Fees proposed must be all inclusive, including all component costs separate from your claims administration fee via the attached spreadsheet.”  
(Submitted: May 20, 2016 4:51:57 PM EDT)

- Question 41 pertains to the preparation of a flat fee.  
(Answered: May 24, 2016 5:22:12 PM EDT)

- Are you asking the Proposer to provide a proposed flat fee and a proposed fee schedule for each service?  
(Answered: May 24, 2016 5:22:12 PM EDT)

- Question 40 asks for the number of Medical Bills reviewed for each year.  
(Submitted: May 24, 2016 5:22:30 PM EDT)

- Question 31 asks for a list of the claims processing firms you use.  
(Submitted: May 24, 2016 5:22:30 PM EDT)

- Question 28 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 24 notes the use of telephonic case management.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 23 asks for an address.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 20 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 19 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 18 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 17 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 16 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 15 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 14 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 13 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 12 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 11 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 10 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 9 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 8 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 7 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 6 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 5 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 4 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 3 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 2 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)

- Question 1 asks for the number of pharmacy bills.  
(Answered: May 24, 2016 4:25:23 PM EDT)