

***Request for Proposal***

**532-8788**

**SELF-FUNDED EPO GROUP HEALTH PLAN  
EPO ADMINISTRATIVE SERVICES**

**Opens: November 18, 2002  
2:00 p.m.**



*Venice of America*

Lauderdale

City of Fort

***Issued for FINANCE/RISK MANAGEMENT DIVISION  
By the Procurement & Materials Management Division***

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**City of Fort Lauderdale**  
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**1. INTRODUCTION**

**1.1 Agent and Broker Participation**

Agent or broker participation is neither required nor requested. **Proposals are to exclude commissions.**

**1.2 Overview**

The City of Fort Lauderdale implemented a self-funded PPO health plan on September 1, 2000. Prior to that date, health coverage was provided on a fully-insured basis by Humana and HIP Health Plan PPOs and HMOs. The HIP plan was selected by the general employees while the management confidential group participated in the Humana Health Plans. The eligible members represent management/confidential and the general employees represented by the FOPA collective bargaining unit. In addition, full-time temps are eligible to participate in the plan. There are approximately 1,661 employees and retirees covered under the plan. The non-management police and fire department employees are not covered under the City's self-funded benefit plan. The current self-funded plan includes an aggregating specific reinsurance policy underwritten since inception by ING/ReliaStar. The current pharmacy benefit manager, EHS, has provided these services for the City, which has carved out prescription benefits since 1994.

Since the self-funded plan inception, several changes have been implemented to reduce plan costs. A summary of these changes follows.

1. Implementation of a direct contract with the North Broward Hospital District hospitals and physicians.
2. Changed secondary PPO network from Beech Street to ppoNEXT.
3. Revised PPO benefits to encourage utilization of NBHD.
4. Increased pharmacy copays to \$10 generic and \$20 brand.
5. Increased out of network member costs.
6. Approved assignment of TPA contract to Benefit Management Company from USA Benefits.

While the changes have produced positive results, the City is continuing to pursue effective alternatives. These alternatives include the carve-out of dental benefits to a fully-insured passive PPO and a DHMO as well as adding a self-funded EPO option.

**1.3 Objectives of Request for Proposals**

- To reduce the cost of providing health care benefits for the City and the employees.
- Provide employees, dependents and retirees with access to quality network providers.
- Provide employees with a healthcare option which minimizes out of pocket exposure.

**1.4 Scope Of Request For Proposals**

Proposals are being requested for the following:

1. A self-funded EPO plan to be offered in addition to the existing self-funded PPO plan option administered by Benefit Management Company (BMC). Pharmacy benefit management services integrated with the proposing EPOs will be considered.
2. Specific and aggregate reinsurance proposals for the EPO and PPO options combined. Reinsurance proposals will be considered on their own merits and are not a required integral part of the final recommendation.

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The proposed effective date is February 1, 2003.

**1.5 Pre-Proposal Meeting**

A pre-Proposal meeting will be held on Friday, November 1, 2002 at 10 a.m. in the Commission Conference Room – 8<sup>th</sup> Floor, City Hall 100 N. Andrews Avenue, Fort Lauderdale FL 33301. Representatives from all interested firms are invited to attend. This meeting will include the opportunity for the proposer’s representatives to ask questions regarding the City’s requirements as stated in this document. Any questions prior to this meeting should be faxed to Linda Wilson, Procurement Specialist, at (954) 828-5576, or e-mailed to [lindaw@ci.fort-lauderdale.fl.us](mailto:lindaw@ci.fort-lauderdale.fl.us) Attendance is not mandatory, but strongly recommended.

**2. SCHEDULE OF EVENTS**

The following schedule is a general guideline for issuance, evaluation, recommendation for award of this RFP and the issuance of the contract. The City may change the dates of any events listed below. Any changes to this schedule will be posted in the Procurement and Materials Management Division.

<b>DATE</b>	<b>EVENT</b>
Thursday, October 24, 2002	Issue RFP
Tuesday, October 29, 2002 5:00 PM	Last Date for receipt of Written Questions
Friday, November 1, 2002	Pre-Proposal Meeting, 10 a.m.
Monday, November 4, 2002	Addendum, if required
<b>Monday, November 18, 2002</b>	<b>Proposals due by 2 p.m.</b>
Wednesday, December 4, 2002	Evaluation Committee meeting Time and location TBA
Tuesday, December 10, 2002	Evaluation Committee Short-listing Time and location TBA
Friday, December 13, 2002	Evaluation Committee Final Ranking & Recommendation for award Time and location TBA
January 7, 2003	Anticipated City Commission Award
February 1, 2003	Contract start date

The meetings of the Evaluation Committee will be set up at a later date. All firms that respond to this proposal will be notified of the date and time and place for the evaluation committee meetings. The actual meeting schedule will be posted in the Procurement

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and Materials Management Division, and in Notices of Meetings on the City website [www.ci.fort-lauderdale.fl.us/purchasing](http://www.ci.fort-lauderdale.fl.us/purchasing)

**3. DESCRIPTION OF EXISTING PLAN**

**3.1 Existing Plan**

The City has offered a self funded PPO plan since September 1, 2000. Benefit outlines of the existing plan are included in Section 12, Underwriting Information.

There are currently 1,792 employees eligible with approximately 1,660 employees participating in the health plan.

**3.2 Employee Contributions**

The current employee bi-weekly contributions for PPO health coverage are	
employee only	\$16.00
employee plus spouse	\$30.00
employee plus child(ren)	\$29.00
employee plus spouse and child(ren)	\$40.00

These health plan contributions currently apply to all employees in both the general employee group as well as the management confidential group. Potential future changes in contribution strategies have not been decided. The City contributes up to \$100 per month per temporary full-time employee for health and/or dental benefits.

**4. REQUESTED EPO BENEFIT SPECIFICATIONS**

The requested EPO benefits are included in Section 12 of this RFP.

**5. PROPOSAL INSTRUCTIONS**

**5.1 Submission of Proposals**

**Sealed proposal responses shall be submitted to the Procurement and Materials Management Division, City of Fort Lauderdale, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, before the opening time of 2 p.m. on Monday, November 18, 2002. Proposals received after 2 p.m. on November 18, 2002 will be returned to the proposer unopened.** The time of receipt of the proposal will be based on the time kept in the Procurement and Materials Management Division. Proposals are to be labeled RFP # 532-8788. Delivery of the proposals to the City's mailroom or to any other location other than the Procurement and Materials Management Division is not considered to meet the requirements for delivery. It is the sole responsibility of the proposer to assure that the proposal is delivered according to the terms of this section. **No copies of the response to the RFP shall be submitted to any other office or department of the City.**

**5.2 Questions Deadline**

Questions concerning this Request for Proposals shall be directed to Linda Wilson, Procurement Specialist by fax to (954) 828-5576 or via e-mail to [lindaw@ci.fort-lauderdale.fl.us](mailto:lindaw@ci.fort-lauderdale.fl.us) and to no other person or department at the City. Questions and requests must be in writing and must be received no later than October 29, 2002 before 5:00 PM EST. The fax or e-mail message should contain the following information: RFP # 532-8788, company name, address, phone number, facsimile number or e-mail address, the number of pages being faxed and specific questions or comments. The

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Procurement and Materials Management Division will determine whether an addendum should be issued as a result of any questions or other matters raised. If issued, the addendum will be incorporated into the Request for Proposal and will become part of the resulting contract.

**5.3 Contact with City Personnel**

Contacting other members of the Evaluation Committee, other City personnel either directly or indirectly, requesting the proposer's interest in being selected will result in the firms proposal being disqualified. The Procurement and Materials Management Division will determine whether an addendum should be issued as a result of any questions or other matters that are raised.

**5.4 Withdrawal of Proposal**

Should the proposer desire to change or withdraw the proposal they shall do so in writing. This communication is to be received by the Procurement and Materials Management Division, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, prior to the date and hour of the proposal opening. The proposer's name and the RFP # 532-8788 must appear on the envelope.

**5.5 Modification of Proposal**

Should a proposer desire to modify their proposal prior to the opening date and time, the proposer must do so in writing. This communication must be received in the Procurement and Materials Management Division prior to the date and time of the proposal opening date. The proposer's name and RFP # 532-8788 must appear on the envelope. No unsolicited modifications to proposals will be permitted after the date and time of the proposal opening.

**6. EVALUATION PROCESS**

**6.1 Evaluation Committee Meetings**

An Evaluation Committee will review the proposals and will make a recommendation for award to the City Commission. The recommendation of the Evaluation Committee will be based on an evaluation of proposals submitted based on the criteria outlined in Section 6.5. All committee meetings are open to the public. The Fort Lauderdale City Commission will have final approval of any award recommendation.

**5.2 Interviews**

Proposers may be asked to meet with the Evaluation Committee for the purpose of clarifying or expanding upon any information contained in their proposal. In addition, the City may require that additional information be presented at this meeting.

**6.3 City Options**

The City may, at its sole and absolute discretion, reject any or all proposals, re-advertise this RFP, postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the proposals received as a result of this RFP. The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the City. In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this request for proposal. Submitting a proposal will be considered by the City as constituting an offer by the proposer to provide the services described in this RFP.

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**6.4 Response to RFP**

The evaluation of proposals will be based primarily on information provided by the proposer; therefore, care should be taken by the proposer to submit as much information as necessary to fully and completely respond to all sections of this RFP. Proposers that do not comply with the requirements of this RFP including, but not limited to, the use of required forms and the inclusion of all required materials and data may have their proposals deemed as “Non-Responsive.”

**6.5 Selection Criteria**

In the evaluation of the responses to this RFP and in making a recommendation for award, the Evaluation Committee will consider a number of factors. These factors will include, but may not be limited to, the criteria as listed in this section. Information submitted in response to Section 7, Required Information, of this RFP as well as information obtained from references and/or interviews with the firms (if required) will be used during the evaluation process.

Under each criteria is listed the section of the response and other sources that may be used to evaluate the criteria. This in no way limits the information that may be used to evaluate each criteria; it merely serves as a guide

<b>Evaluation Criteria</b>	<b>Points</b>
A. Size, accessibility, and adequacy of provider network in Broward, Miami-Dade, Palm Beach Section 7.8, Network Forms	25
B. The ability of the proposed network to minimize the cost of providing health care. Section 10, Interrogatories	35
C. The satisfaction level of existing employer clients, members and network providers. References	15
D. The administration costs of the proposed services Section 11.6, Network Access Fees Section 11.7, TPA Proposed Cost Form Section 11.8, Reinsurance Premium Form	25
<b>TOTAL POINTS</b>	<b>100</b>

**6.6 Acceptance/Rejection of Proposals**

The City may, at its sole and absolute discretion, reject any and all proposals; re-advertise this RFP; postpone or cancel this RFP process at any time; or waive any irregularities in the RFP or in the proposals received as a result of this RFP. Also, the determination of the criteria and process whereby proposals are evaluated, the decision as to a recommendation for the award, or whether or not an award shall ever be made, as a result of this RFP, shall be at the sole and absolute discretion of the City. In no event will any successful challenger of these determinations or decisions be automatically entitled to a contract for the services described in the RFP. The submittal

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of a proposal will be considered by the City as constituting an offer by the proposer to perform the required services at the stated fees.

**6.7 Contract Requirement**

The successful proposer will be required to sign a contract, the terms of which are acceptable to the City. A contract and handbooks must be prepared within 60 days of the effective date with the successful proposer based on the terms, conditions and services described in the RFP and the proposer's response. Contracts must include language prohibiting off-anniversary benefit changes other than those mandated by legislation or approved or requested by the City. This includes reductions in non-network allowances for submitted charges and prescription drug formularies.

**6.8 Public Record**

Unless specifically exempted by law, all information supplied to the City 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.

If a Proposer submits any documents or other information to the City which the Proposer claims is confidential information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is confidential information 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.

Notwithstanding the above provision, the City may disclose confidential information to the extent required by law or regulation, or any validly issued subpoena or court order within the required timeframe even if it is less time than that outlined above.

**7. REQUIRED INFORMATION**

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. The emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposer follow the requested format and instructions.

**7.1 Proposal Organization**

This section of the RFP provides the proposer with instructions concerning **required information** that must be submitted as part of their proposal. Proposers must arrange their proposal in the order outlined in these instructions. Failure to provide any of the required information or required documents or failure to arrange the proposal in accordance with these instructions may result in the proposal being rejected.

**Proposers must organize their proposals as follows:**

- Proposal Cover Sheet (cover letter optional)
- Section I                      Benefits
- Section II                     Administration costs and reinsurance premiums

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Section III	Network Forms
Section IV	Responses to Interrogatories
Section V	Deviations to Specifications
Section VI	References
Section VII	Required Information

**7.2 Number of Proposal Copies Required**

The proposer must submit an original and nine (9) copies of the proposal, which provide the required information. One (1) proposal must contain original signatures, be clearly labeled as the original, and be submitted in a loose-leaf type binder. The nine copies should also be submitted in a binder.

**7.3 Required Forms**

**7.3.1 Proposal Cover Sheet**

Proposer must completely fill in all information requested on the PROPOSAL FORM provided in Section 11, Required Forms. Use this sheet as the first page of the proposal. A cover letter may be included after the cover sheet.

**7.3.2 Proposer's Identification & Proposer's Warranty**

Include these forms, which are provided in Section 11 of this RFP, in Section VII of your response.

**7.3.3 Non-Discrimination in Employment Form**

Complete all the required information on the Non-Discrimination In Employment Form. See Section 11, Required Forms. Label this Response to Section 7.3.3 and include in Section VII of the proposal.

**7.3.4 Addendum Acknowledgment**

If any addendums are issued, the proposer must acknowledge compliance with the addendum by submitting a signed copy of the addendum in this section. This form will be issued as part of the addendum process, if any addendums are issued. If no addendums are issue, this section only needs to be acknowledged as "none received". Label this Response to Section 7.3.4 and include in Section VII of the proposal.

**7.3.5 Public Entity Crimes Form**

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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Chapter 287.017, Category Two for a period of 36 months from the date of being placed on the convicted vendor list as per State of Florida Statute 287.133(2)(a). The Proposer must complete the Sworn Statement on Public Entity Crimes Form located in Section 11 Forms as response to this section and to show compliance with State of Florida Statute 287.133(2)(a) and the intent of the statute. Label this Response to Section 7.3.5 and include in Section VII of the proposal.

**7.4 Benefit Plan Descriptions**

Proposer must provide benefit descriptions of the plans being proposed. These descriptions should be labeled Response to 7.4 and placed in Section I of the proposal.

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**7.5 Prescription Drug Formulary**

Proposer must provide a copy of their current prescription drug formulary for the HMO plan. Label this information **Response to 7.5** and include in Section VII of the proposal.

**7.6 Premium and Rate Forms**

Proposers must complete the premium and rate forms provided in Section 11 of this RFP. These forms should be placed in Section II of the proposal.

**7.7 Capitation Rate**

Provide your capitation rate schedules, if applicable, and list of associated services by CPT code and description. Include in Section II of the proposal.

**7.8 Network Forms**

Proposers must complete the network forms provided in Section 11 of this RFP. These completed forms should be placed in Section III of the proposal.

**7.9 Provider Directories**

Proposers must provide a copy of their current HMO provider directory. Label the directories **Response to 7.9** and include in Section VII of the proposal.

**7.10 Interrogatories**

Proposers must respond to the interrogatories contained in Section 10 of this RFP. These responses must be placed in Section IV of the proposal.

**7.11 Grievance and Appeal Procedure**

Proposers must provide a description of the grievance and appeal procedure. Label this information **Response to 7.11** and include in Section VII of the proposal.

**7.12 Audited Financial Statement**

Proposers must furnish their most recent independently audited financial statement. Label this information **Response to 7.12** and include in Section VII of the proposal.

**7.13 Annual Report**

Proposers must provide a 2001 Annual Report. Label this information **Response to 7.13** and include in Section VII of the proposal.

**7.14 Incorporation/Licensing**

Proposers must provide proof of State of Incorporation and State in which licensed. Label this information **Response to 7.14** and include in Section VII of the proposal.

**7.15 Authorization to Provide Services**

Proposers must provide certification from the appropriate State offices that the firm is authorized to provide the services contained in the proposal. Label this information **Response to 7.15** and include in Section VII of the proposal.

**7.16 References**

Proposers must provide a list of group clients including municipalities with more than 500 covered employees. Also include names of persons and phone numbers who may be contacted for references. A form has been provided in Section 11 of this RFP. The completed form(s) should be placed in Section VI of the proposal.

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**7.17 Information Regarding the Firm**

In order to evaluate the abilities of the proposer to perform the services requested, information about each firm must be provided to determine the firm's ability to meet all of the requirements as stated in this RFP. This section identifies specific information that must be included in the proposal.

**7.17.1 Firm's History**

Provide a brief summary of the corporate/company history of the firm, which should include the number of years the firm has offered group health plans. Label this **Response to Section 7.17.1** and include in Section VII of the proposal.

**7.17.2 Ownership Information**

Provide information regarding the ownership of the firm to eliminate any possible conflict of interest. The proposer must provide the following information that applies to the ownership:

If sole proprietorship	Owner's Name
If partnership	Owners' or Partners' Names
If corporation	President or Chief Executive Officer

Label this **Response to Section 7.17.2** and include in Section VII of the proposal.

**7.18 Statement of Minimum Qualification**

Proposer must provide documentation of minimum qualification as stated in Section 8. Label this information **Response to 7.18** and include in Section VII of your proposal.

**7.19 Sample Contracts**

Proposer must include samples of any and all contracts that may be executed by the City under the proposed plans. Label this information **Response to 7.19** and include in Section VII of the proposal.

**7.20 Sample Administration Forms**

Proposers must include a Sample Identification card, claims forms for non-network claims, and Explanation of Benefits forms. Label this information **Response to 7.20** and include in Section VII of the proposal.

**7.21 Commissions**

All proposals should be submitted net of commissions. No broker or agent participation is requested nor required. Proposer must provide a statement to this effect to be included in the proposal provisions. Label this **Response to 7.21** and include it in Section VII of the proposal.

**7.22 Utilization Review**

Provide a brief description of each utilization review component outlined below. This should include a description of services, an explanation of how they work, time frame and turn-around time. If your UR program does not include one of the components, please provide a statement to this effect.

- A. Pre-admission authorization
- B. Continued stay review
- C. Retrospective utilization review
- D. Discharge planning
- E. Outpatient utilization review

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- F. Medical case management
- G. Psychiatry/substance abuse review
- H. Diagnostic X-ray & lab authorization
- I. Surgical procedure authorization
- J. Physical Therapy medical necessity determination

Label this information **Response to Section 7.22** and include in Section VII of the proposal.

**7.23 Health Promotion/Wellness**

Proposer must provide a description of any health promotion/wellness program that the proposer may offer as part of this proposal and any associated cost for this program. This information should include the specific services and interventions of the program, staffing resources and frequency and availability of these services. Label this information **Response to Section 7.23** and include in Section VII of the proposal.

The City has also contracted with the Intervent Wellness Program sponsored by the North Broward Hospital District. This program is offered to management confidential employees only. Proposers will be required to supply participant data to Intervent to track outcomes. Data specifications are included in Section 12, Underwriting Information.

**7.24 Organ Transplants, Alternative Medicines**

Proposer must provide a description of current practices regarding organ transplants, alternative medicines, investigative drugs, new medical devices and procedures. Label this information **Response to Section 7.24** and include in Section VII of the proposal.

**7.25 Reinsurance Rate Structure**

Proposer must provide information on the rate structure and funding utilizing the forms included in Section 11 of this RFP. The Requested Rate Structure for the plans is a 4-tier basis:

- Employee
- Employee and spouse
- Employee and child or children
- Employee and spouse and child or children

Label this **Response to Section 7.25** and include in Section II of the proposal.

**7.26 Acknowledgement of Compliance or Non-Compliance**

Provide a summary of any RFP specifications, requirements, terms, conditions and provisions that the proposer **will not** conform to. This summary should include a justification and an alternative to the Sections(s) that are not acceptable. If the proposal being submitted is in compliance with all RFP specifications, requirements, terms, conditions and provisions, the proposer should acknowledge compliance to all Sections. Label this **Response to Section 7.26** and include in Section V of the proposal.

**8. MINIMUM QUALIFICATIONS OF PROPOSER**

In order to be considered, a proposer must, as of the proposal return date stated in this RFP and throughout the duration of its program, meet the following applicable minimum qualifications. Proposer must provide documentation of existing qualifications in Section VII of the proposal.

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Exclusive Provider Organizations

- Authorized by the State of Florida Department of Insurance to provide the services requested in the RFP
- Demonstrate financial ability to provide the services requested in the RFP

**9. GENERAL PLAN PROVISIONS**

**9.1 Retirees**

Retirees and their spouses and eligible dependents can continue coverage for life. These options are available only at the time of retirement. Retirees who do not continue enrollment in the group health plan will not be eligible to re-enroll.

**9.2 Waiting Period**

Active employees shall become eligible to participate in the selected plan options on the first of the month following date of hire.

**9.3 Dependent Coverage**

Eligible dependents shall include a covered employee's spouse (if not divorced or legally separated) and a covered employee's child to the end of the calendar year in which the child reaches age 25, if the child meets all of the following:

- (a) The child is dependent upon the employee for support.
- (b) The child is living in the household of the employee, or the child is a full-time or part-time student.

This definition shall apply to all plans offered by the City.

**9.4 Leave of Absence**

The City continues contributions during approved FMLA absences. Employees who are on approved personal leave pay full premium.

**9.5 Determination of Claim Liability**

Final determination of any claim liability shall rest with the selected plan administrator in accordance with the plan benefits and the outcome of a pre-established appeals process.

**9.6 Plan Year Defined**

The plan year shall be on a calendar year basis. Stop loss features shall be administered subject to this time frame.

**9.7 ID Cards, Documents, Communications to Members**

The proposer shall provide identification cards, master plan documents and communications regarding the network and utilization review plan. All communications to members must be approved by the City.

**9.8 Standard Reports**

The proposer shall include the following in the list of standard reports available without additional charges.

- A. Monthly paid claims separated by option, by network, non-network, by employee, by dependent.
- B. Hospital claim reports separated by option, network, non-network.

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- C. Prescription drug claim reports separated by option, network, non-network, brand, generic.
- D. Large claim listing for claims exceeding \$25,000 separated by option, by employee, by dependent. Diagnosis and claim status must also be provided.
- E. Annual utilization report including an analysis of experience by option and network versus non-network utilization. Summary diagnosis, prescription and provider information must also be included.

**9.9 Indemnification Statement**

The proposer agrees to indemnify and hold the City, its employees and agents harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which occur as a result of the misconduct or negligence on the part of the proposer, its officers, directors, employees, agents, physicians, hospitals, utilization review staff or other providers.

**9.10 HIPAA Certification**

As part of the contract award, the proposer will be responsible for administering HIPAA certification requirements.

**9.11 COBRA Billing**

The City currently self-administers COBRA.

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**10. INTERROGATORIES**

Responses to this section should be included in section IV of your proposal and labeled with the appropriate number of the interrogatory.

1. Indicate the following summary client information.

	Broward	Miami-Dade	Palm Beach
Number of contracted commercial groups in excess of 500 covered employees	_____	_____	_____
Total number of commercial members	_____	_____	_____

2. Please indicate which services under the HMO proposal listed below are capitated  
Service

3.  Primary Care \_\_\_\_\_  
 Cardiac Care \_\_\_\_\_  
 Oncology \_\_\_\_\_  
 Maternity \_\_\_\_\_  
 Mental Health \_\_\_\_\_  
 Substance Abuse \_\_\_\_\_  
 Chiropractic \_\_\_\_\_  
 Other \_\_\_\_\_

4. For services not capitated, does your physician contract provide a schedule of allowances or percentage of billed charges? \_\_\_\_\_

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5. Please complete your claim charge, percentage discount off (%) charges or scheduled allowance (\$) for each of the procedures listed below. These fees should be based on your average reimbursement for non-capitated network services rendered in Broward County.

CPT-4 Code	Description	List Average EPO Network Fee For Broward County
99312	Office visit, low severity	_____
99214	Office visit, moderate severity	_____
98941	Chiropractic manipulative treatment	_____
97014	Application modality, 1 or more areas	_____
97010	Application modality, 1 or more areas	_____
80061	Lipid panel	_____
85025	Blood count, hemogram, platelet count	_____
90806	Psychotherapy, behavior modifying	_____
98940	Chiropractic manipulative treatment	_____
97530	Therapeutic activity, direct contact	_____
80053	Comprehensive metabolic panel	_____
97110	Therapeutic procedure, 1 or more areas	_____
97140	Manual therapy, 1 or more regions	_____
99212	Office visit	_____
99232	Subsequent hospital care, evaluation, management	_____
97035	Application modality	_____
99203	Office or outpatient visit, new patient	_____
97012	Application modality, 1 or more areas	_____
93000	ECG, routine, at least 12 leads	_____
95117	Allergy immunotherapy	_____
81000	Urinalysis	_____
88142	Cytopathology, cervical or vaginal	_____
84443	Thyroid stimulating hormone	_____
84153	Prostate specific antigen, total	_____
83036	Hemoglobin, glycated	_____
90471	Immunization administration, one	_____
80048	Basic metabolic panel	_____
80050	General health panel	_____
17000	Destruction, benign/premalignant lesion	_____
11100	Biopsy of skin, subcutaneous tissue	_____
99393	Periodic preventive medicine, age 5 through 11	_____
20550	Injection, tendon sheath, ligament	_____
45378	Colonoscopy	_____
43239	Endoscope, upper GI, with biopsy	_____
59400	Maternity - normal vaginal delivery, including antepartum and postpartum care	_____
59510	Maternity – C section, including antepartum and postpartum care	_____

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5. If your network includes the hospitals listed below, please fill in the appropriate space in reference to your network reimbursement arrangement for inpatient hospital. The average daily fee should take into consideration the application of any outliers.

Facility	Average Med/Surg Daily Charge (Per Diem)	DRG Code 107 Cardiac Catheterization	Average Percentage Discount Off Charge
North Broward Medical Center	_____	_____	_____
Holy Cross Hospital	_____	_____	_____
Plantation General Hospital	_____	_____	_____
Memorial Regional Hospital	_____	_____	_____
Westside Regional Medical Center	_____	_____	_____
Florida Medical Center	_____	_____	_____
Cleveland Clinic Hospital	_____	_____	_____
North Ridge Medical Center	_____	_____	_____
Boca Raton Community Hospital	_____	_____	_____
Pinecrest Rehab Hospital	_____	_____	_____
University of Miami/Sylvester Cancer Center	_____	_____	_____
Anne Bates Leach Eye Hospital	_____	_____	_____
Healthsouth Sunrise Rehab	_____	_____	_____
Wellington Regional Medical Center	_____	_____	_____
University Hospital	_____	_____	_____
Kindred Hospital North Florida	_____	_____	_____
Aventura Hospital	_____	_____	_____
Jackson Memorial	_____	_____	_____
Parkway Regional Medical Center	_____	_____	_____
West Boca Medical Center	_____	_____	_____

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6. If your network includes the hospitals listed below, please fill in the average percent off charges for outpatient services.

Facility	Average % Off Charges Outpatient Services
North Broward Medical Center	_____
Holy Cross Hospital	_____
Plantation General Hospital	_____
Memorial Regional Hospital	_____
Westside Regional Medical Center	_____
Florida Medical Center	_____
Cleveland Clinic Hospital	_____
North Ridge Medical Center	_____
Boca Raton Community Hospital	_____
Pinecrest Rehab Hospital	_____
University of Miami/Sylvester Cancer Center	_____
Anne Bates Leach Eye Hospital	_____
Healthsouth Sunrise Rehab	_____
Wellington Regional Medical Center	_____
University Hospital	_____
Kindred Hospital North Florida	_____
Aventura Hospital	_____
Jackson Memorial	_____
Parkway Regional Medical Center	_____
West Boca Medical Center	_____

7. Does your primary care referral for specialty services require approval by your medical department? \_\_\_\_\_ Yes \_\_\_\_\_ No

8. What is the average length of time for referral approval based on urgent care? \_\_\_\_\_  
 non-urgent care? \_\_\_\_\_

9. What is your company's average length of stay for hospitalization of commercial HMO members located in Broward County? \_\_\_\_\_

10. What is your company's average length of stay for hospitalization of commercial HMO members located in Miami-Dade County? \_\_\_\_\_

11. How often are your physician contracts renewed? \_\_\_\_\_

12. Describe your procedure for terminating physicians including communications to members, plan sponsors, the time frames involved and continuity of care provisions.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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13. How many physician contracts were terminated in 2001 based on Quality Assurance or member service issues? \_\_\_\_\_

14. What is your network physician turnover ratio for 2001 in Broward and Miami-Dade Counties combined?

	HMO	
Primary Care	_____	%
Specialty Care	_____	%

15. What percentage of your primary care physicians are not accepting new patients?

	HMO	
Broward	_____	%
Miami-Dade	_____	%

16. Does your company anticipate any changes in your physician network in 2002/2003 other than normal turnover? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please describe these changes in general. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Please provide your continuity of care policy with respect to the following medical conditions existing on the proposed effective date.

- Follow up care required to surgery performed prior to effective date
- Pregnancies
- Outpatient mental health
- Treatment of dread diseases for individuals not totally disabled
- Members currently participating in substance abuse programs
- Cancer

18. Is there any pending litigation regarding your firm as it relates to your proposed services? If so, Please list the nature, date and amount of damages requested.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. Provide the number of complaints registered against your company in 2001 with the State of Florida, Department of Insurance. If possible, categorize by type and plan.

	HMO	
Quality care	_____	
Claims	_____	
Benefits	_____	
Other	_____	
Total	_____	

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23. Is your company under review or currently subject to sanctions from the state health insurance or consumer protection agencies? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, please provide details. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. Provide the information listed below regarding the prescription mail order plan included in your proposal.

Dispensing Fee per prescription \_\_\_\_\_  
Brand Drugs % discount off AWP \_\_\_\_\_  
Generic Drugs % discount off AWP \_\_\_\_\_

25. Provide the information listed below regarding the prescription drug card plan included in your proposal.

Dispensing Fee per prescription \_\_\_\_\_  
Brand Drugs % discount off AWP \_\_\_\_\_  
Generic Drugs % discount off AWP \_\_\_\_\_

26. What is the process for reviewing your drug formulary and how often do you change your formulary? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

27. Does your company maintain a website? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please provide the address, services and capabilities for employers and members available at that site. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

28. If your website provides network directory information, how often is it updated for terminations and additions? \_\_\_\_\_

29. Does your company have the ability to perform online enrollments and billing services? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

30. Is your company able to provide summary plan descriptions online? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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38. Is your company compliant with the HIPAA privacy rules regarding individually identifiable health information? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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39. Please check the frequency in which claim payments are released to the providers listed below.

	Daily	Weekly	Bi-Weekly	Monthly
Capitated Providers	_____	_____	_____	_____
Fee for Service Network Providers	_____	_____	_____	_____

40. In the case where additional information may be needed to process a claim, please describe the current procedures and time frames your company has established to obtain the needed information. Please be specific. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

41. Please provide the following financial ratings, if applicable.

- 2002 AM Best financial size category \_\_\_\_\_
- 2002 AM Best performance rating \_\_\_\_\_
- 2002 AM Best overall rating \_\_\_\_\_
- 2002 Moody's Investor Service financial strength rating \_\_\_\_\_

11. **REQUIRED FORMS**

**City of Fort Lauderdale**  
**RFP # 532-8788 Self-Funded Group EPO Plan**

**11.1 Proposal Form**

To: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specification addenda, legal advertisement, and conditions contained in the RFP. 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 proposal. I certify that I have not divulged to, discussed with, or compared this proposal with other proposer(s) and have not colluded with any other proposer(s) or parties to this RFP. I certify I am authorized to contractually bind the proposing firm.

**Proposal submitted by:**

**Name of Proposer** \_\_\_\_\_  
(legal registered)

**Authorized Signature/Title** \_\_\_\_\_

**Primary Contact Person** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**E-mail** \_\_\_\_\_

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

<u>Addendum No.</u>	<u>Date Issued</u>
---------------------	--------------------

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposals pages.

No variations or exceptions or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variations:

**City of Fort Lauderdale**  
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**NO BID COMMENTS:** Please insert your comments in the space that follows. Your response will assist us in future solicitations. : If you are unable to respond to our Request for Proposal, we would appreciate your comments as to your reason for submitting a NO BID:

---

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**Minority/Woman Business Enterprise Status (M/WBE):**

If Contractor claims M/WBE status in accordance with EXHIBIT "A" Section 1.08 of the general Conditions and as outlined in EXHIBIT "B" Special Conditions, please complete the following information:

Indicate following (if applicable): MBE \_\_\_\_\_ WBE: \_\_\_\_\_ SBE: \_\_\_\_\_

**Broward County Certification:**

a) Are you certified with Broward County?

YES: \_\_\_\_\_ NO: \_\_\_\_\_

b) If YES, please include a copy of your Broward County M/WBE Certification.

Included? YES: \_\_\_\_\_ NO: \_\_\_\_\_

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**11.2 Proposer's Identification**

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Numbers  
Daytime: \_\_\_\_\_  
After Hours/Mobile: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**PROPOSER'S GROUP REPRESENTATIVE OR ACCOUNT EXECUTIVE**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Group Representative or  
Account Executive: \_\_\_\_\_

Telephone Numbers  
Daytime: \_\_\_\_\_  
After Hours/Mobile: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

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**11.3 Proposer's Warranty**

The undersigned person by the undersigned's signature affixed hereon warrants that:

- A. The undersigned is an officer, partner or a sole proprietor of the firm and the enclosed proposal is submitted on behalf of the firm;
- B. The undersigned has carefully reviewed all the materials and data provided on the firm's proposal on behalf of the firm, and, after specific inquiry, believes all the material and data to be true and correct;
- C. The proposal offered by the firm is in full compliance with the Minimum Qualifications of Proposer set forth in Section 8 of this RFP;
- D. The firm authorizes the City of Fort Lauderdale, its staff or consultants to contact any of the references provided in the proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the firm offering this proposal;
- E. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions, as set forth in this RFP other than those deviations noted above;
- F. If this proposal is accepted, the contract will be issued as proposed.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date Signed by Authorized Representative

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**11.4 Network Summary**

Include the number of providers by county. Include only those physicians who are accepting patients.

<b>HMO Network</b>	<b>Broward</b>	<b>Miami-Dade</b>	<b>Palm Beach</b>
<b>Primary Care Physicians</b>			
Family Practice			
General Practice			
Internal Medicine			
Pediatricians			
Total Primary Care			
Total Board Certified Primary Care Physicians			
<b>Specialists</b>			
OB/GYN			
All Other			
Total Specialists			
Total Board Certified Specialists			
Full Service Hospitals*			
Tertiary Care Hospitals			

\* not including psychiatric hospitals or tertiary care hospitals

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**11.5 HMO Network Provider Information**

Please provide the number of providers in each specialty by County.

<b>Provider Category</b>	<b>Broward</b>	<b>Miami-Dade</b>	<b>Palm Beach</b>
Allergy/Immunology			
Anesthesiology			
Cardiology			
Cardiovascular Diseases			
Cardiovascular/Thoracic Surgery			
Chiropractors			
Dermatology			
Endocrinology			
Family Practice			
Gastroenterology			
General Practice			
General Surgeons			
Hematology			
Internal Medicine			
Infectious Diseases			
Neonatal-Perinatal Medicine			
Nephrology			
Neurological Surgery			
Neurology			
Obstetrics/Gynecology			
Oncology			
Ophthalmology			
Orthopaedic Medicine/Surgery			
Otolaryngology			
Pain Management			
Pathology			
Physical Therapy			
Pediatrics			
Pediatric Endocrinology			

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<b>Provider Category</b>	<b>Broward</b>	<b>Miami-Dade</b>	<b>Palm Beach</b>
Podiatry			
Psychology/Psychiatry			
Pulmonary Medicine			
Radiation Oncology			
Radiology			
Rheumatology			
Urological Surgery			
Urology			
Vascular Surgery			

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**11.6    Provider Network Access Fees**

	Per Employee Per Month
First Year EPO	_____
Second Year EPO	_____
Third Year EPO	_____

**11.7    Third Party Administrators Proposed Cost Form**

	Per Employee Per Month
First Year Administrative Services*	_____
Utilization Review	_____
Second Year Administrative Services*	_____
Utilization Review	_____
Third Year Administrative Services*	_____
Utilization Review	_____

\* Administrative Services include repricing.

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**11.8 Reinsurance Premium Form**

Proposers must provide the monthly unit premium for the Plan or Plans listed below. Premiums are requested to be in a 4 tier basis.

<b>\$150,000 Specific                      \$100,000 Aggregating Specific                      12/15 Contract                      PPO Plan</b>	
COVERAGE TYPE	MONTHLY UNIT PREMIUM
Employee Only	
Spouse Only	
Child(ren) Only	
Spouse & Child(ren)	
<b>HMO Plan</b>	
COVERAGE TYPE	MONTHLY UNIT PREMIUM
Employee Only	
Spouse Only	
Child(ren) Only	
Spouse & Child(ren)	

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**Reinsurance Premium Form, continued**

<b>Aggregate Insurance EPP &amp; PPO 125% of Expected Claims 12/12 Contract</b>	
Aggregate Factor PEPM	
EPP	
PPO	
Aggregate Annual Premium	
EPP	
PPO	
Total	

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**11.9 Reference Forms**

1. Name of Company \_\_\_\_\_  
Total Number of Full Time Employees \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_  
Type of benefits provided \_\_\_\_\_  
Number of employees covered \_\_\_\_\_  
Plan inception date \_\_\_\_\_
  
2. Name of Company \_\_\_\_\_  
Total Number of Full Time Employees \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_  
Type of benefits provided \_\_\_\_\_  
Number of employees covered \_\_\_\_\_  
Plan inception date \_\_\_\_\_
  
3. Name of Company \_\_\_\_\_  
Total Number of Full Time Employees \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_  
Type of benefits provided \_\_\_\_\_  
Number of employees covered \_\_\_\_\_  
Plan inception date \_\_\_\_\_

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**Reference forms, continued**

4.    Name of Company \_\_\_\_\_  
      Total Number of Full Time Employees \_\_\_\_\_  
      Name of Contact \_\_\_\_\_  
      Title of Contact \_\_\_\_\_  
      Telephone number \_\_\_\_\_  
      Fax number \_\_\_\_\_  
      Type of benefits provided \_\_\_\_\_  
      Number of employees covered \_\_\_\_\_  
      Plan inception date \_\_\_\_\_

5.    Name of Company \_\_\_\_\_  
      Total Number of Full Time Employees \_\_\_\_\_  
      Name of Contact \_\_\_\_\_  
      Title of Contact \_\_\_\_\_  
      Telephone number \_\_\_\_\_  
      Fax number \_\_\_\_\_  
      Type of benefits provided \_\_\_\_\_  
      Number of employees covered \_\_\_\_\_  
      Plan inception date \_\_\_\_\_

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**12. UNDERWRITING INFORMATION**

**12.1 Reinsurance Rate History**

	9/1/00 – 12/31/00	1/1/01 – 12/31/01	1/1/02 – 12/31/02
Employee	\$7.01	\$7.01	\$7.71
Employee & Spouse	\$14.03	\$14.03	\$15.43
Employee & Child(ren)	\$19.46	\$19.46	\$21.41
Employee & Family	\$26.46	\$26.46	\$29.11

**12.2 Reinsurance Experience**

	Premium	Claims
1/1/02 –9/1/02	\$237,081	\$300,028

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**12.3 Enrollment History**  
**Management Enrollment**

<b>Health Plan Enrollment - Management</b>					
<b>Month</b>	<b>EE</b>	<b>EE + CHRN</b>	<b>EE +SP</b>	<b>FAMILY</b>	<b>TOTAL</b>
Sep-00	145	45	120	183	493
Oct-00	143	45	124	183	495
Nov-00	144	45	125	183	497
Dec-00	142	45	126	185	498
Jan-01	144	46	129	186	505
Feb-01	144	46	129	187	506
Mar-01	145	46	130	187	508
Apr-01	145	46	132	189	512
May-01	152	47	131	191	521
Jun-01	152	47	132	190	521
Jul-01	153	47	132	191	523
Aug-01	153	47	132	192	524
Sep-01	154	47	132	192	525
Oct-01	156	48	131	192	527
Nov-01	156	49	131	190	526
Dec-01	154	48	135	189	526
Jan-02	159	47	136	191	533
Feb-02	160	48	135	195	538
Mar-02	166	49	133	195	543
Apr-02	169	49	135	197	550
May-02	169	54	143	181	547
Jun-02	169	55	140	179	543
Jul-02	180	52	136	173	541
Aug-02	183	53	135	175	546
Sep-02	183	54	135	174	546

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**General Employees Enrollment**

<b>Health Plan Enrollment – General Employees</b>					
<b>Month</b>	<b>EE</b>	<b>EE + CHRN</b>	<b>EE +SP</b>	<b>FAMILY</b>	<b>TOTAL</b>
Sep-00	454	138	148	302	1042
Oct-00	456	140	153	307	1056
Nov-00	454	142	154	310	1060
Dec-00	454	142	154	311	1061
Jan-01	453	141	157	312	1063
Feb-01	465	140	160	315	1080
Mar-01	471	143	159	321	1094
Apr-01	476	146	159	321	1102
May-01	479	148	164	325	1116
Jun-01	481	148	167	332	1128
Jul-01	476	147	169	337	1129
Aug-01	478	150	169	339	1136
Sep-01	479	152	171	342	1144
Oct-01	480	152	172	342	1146
Nov-01	478	151	170	339	1138
Dec-01	483	154	169	338	1144
Jan-02	490	152	171	337	1150
Feb-02	492	153	170	335	1150
Mar-02	486	154	169	337	1146
Apr-02	487	153	167	334	1141
May-02	488	160	175	305	1128
Jun-02	486	161	174	303	1124
Jul-02	490	163	172	305	1130
Aug-02	487	162	172	307	1128
Sep-02	490	162	173	307	1,132

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**12.4 Current Benefits**

Benefit	NBHD PPO Best Choice Plus	PPO Next	Out of Network
Lifetime Maximum	\$2,000,000	\$2,000,000	\$2,000,000
Calendar Year Deductible (CYD)	none	none	\$1,000
Out of Pocket Maximum	\$300 individual \$900 family	\$500 individual \$1,500 family	\$1,500 individual \$4,500 family
Physician Office Visits	\$15 primary care co-pay \$25 specialist co-pay	\$25 primary care co-pay \$35 specialist co-pay	Calendar Year Deductible + 40% of allowance
Adult Well Physical	\$15 co-pay, maximum benefit \$250 per calendar year	\$25 co-pay, maximum benefit \$250 per calendar year	Calendar Year Deductible + 40% of allowance, maximum benefit \$250 per calendar year
Child Office Visits	\$5 primary care co-pay \$15 specialist co-pay	\$10 primary care co-pay \$20 specialist co-pay	Calendar Year Deductible + 40% of allowance
Outpatient Lab & X-ray & PreAdmission & Diagnostic Tests	20% co-insurance	20% co-insurance	Calendar Year Deductible + 40% of allowance
Outpatient Surgery Facility	\$150 co-pay; benefits reduced by \$500 if not pre-certified	\$300 co-pay; benefits reduced by \$500 if not pre-certified	Calendar Year Deductible + 40% of allowance; benefits reduced by \$500 if not pre-certified
Home Health Care	10% co-insurance, maximum 60 visits per calendar year	20% co-insurance, maximum 60 visits per calendar year	Calendar Year Deductible + 40% of allowance, maximum 60 visits per calendar year
Physician Inpatient Visits	no charge	20% co-insurance	Calendar Year Deductible + 40% of allowance
Physician Surgery	no charge	20% co-insurance	Calendar Year Deductible + 40% of allowance
Chiropractic	\$15 co-pay + 10% co- insurance, maximum \$1000. per calendar year	\$25 co-pay + 20% co- insurance, maximum \$1000. per calendar year	Calendar Year Deductible + 40% of allowance, maximum \$1000. per calendar year
Outpatient Rehab (Physical, Occupational, Speech Therapy)	10% co-insurance, maximum 20 visits per calendar year	20% co-insurance, maximum 20 visits per calendar year	Calendar Year Deductible + 40% of allowance, maximum 20 visits per calendar year

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Benefit	NBHD PPO Best Choice Plus	PPO Next	Out of Network
Mental Health - Inpatient	\$500 co-pay; benefits reduced by \$500 if not pre-certified	\$500 co-pay + 20% co-insurance; benefits reduced by \$500 if not pre-certified	Calendar Year Deductible + 40% of allowance; benefits reduced by \$500 if not pre-certified
Mental Health & Substance Abuse - Outpatient	\$15 co-pay	\$25 co-pay	Calendar Year Deductible + 40% of allowance
Substance Abuse - Inpatient	10% co-insurance, maximum 30 days per calendar year; benefits reduced by \$500 if not pre-certified	20% co-insurance, maximum 30 days per calendar year; benefits reduced by \$500 if not pre-certified	Calendar Year Deductible + 40% of allowance, maximum 30 days per year; benefits reduced by \$500 if not pre-certified
Durable Medical Equipment	20% co-insurance, benefit limited to \$5,000 per year	20% co-insurance, benefit limited to \$5,000 per year	Calendar Year Deductible + 40% of allowance; benefit limited to \$5,000 per year
Hospital Inpatient	\$100 per day co-pay/3 day max + 10% co-insurance; benefits reduced by \$500 if not pre-certified	\$100 per day co-pay/5 day max + 20% co-insurance; benefits reduced by \$500 if not pre-certified	\$500 co-pay + Calendar Year Deductible + 40% of allowance; benefits reduced by \$500 if not pre-certified
Pregnancy	\$15 co-pay initial office visit only	\$25 co-pay + 20% initial office visit only	Calendar Year Deductible + 40% of allowance
Emergency Room	\$75 co-pay	\$125 co-pay	Calendar Year Deductible + 40% of allowance
Emergency Room Physician	\$15 co-pay	\$25 co-pay	Calendar Year Deductible + 40% of allowance
Ambulance	20% co-insurance	20% co-insurance	20% of allowance goes to max out of pocket, if emergency, 40% of allowance, goes to max out of pocket, if not emergency

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Benefit	NBHD PPO Best Choice Plus	PPO Next	Out of Network
Skilled Nursing Facility	10% co-insurance; admission must be within 5 days of hospital stay; maximum 30 days per calendar year; benefits reduced by \$500 if not pre-certified	20% co-insurance; admission must be within 5 days of hospital stay; maximum 30 days per calendar year; benefits reduced by \$500 if not pre-certified	Calendar Year Deductible + 40% of allowance; admission must be within 5 days of hospital stay; maximum 30 days per calendar year; benefits reduced by \$500 if not pre-certified
Organ Transplant	no charge	20% co-insurance	Calendar Year Deductible + 40% of allowance
Hospice & Bereavement	no charge, lifetime maximum 6 months	no charge, lifetime maximum 6 months	Calendar Year Deductible + 40% of allowance, lifetime maximum 6 months
Prosthetics	20% co-insurance	20% co-insurance	Calendar Year Deductible + 40% of allowance
Mammogram (Routine)	no charge	no charge	no charge
Prescription Drugs - Retail (30 day supply)	\$20 co-pay brand, \$10 co-pay generic	\$20 co-pay brand, \$10 co-pay generic	not covered
Prescription Drugs - Mail Order (90 day supply)	\$20 co-pay brand, \$10 co-pay generic	\$20 co-pay brand, \$10 co-pay generic	not covered

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**12.5 Requested EPO Benefits**

<b>Benefit</b>	<b>Copay</b>
Primary Care Physician Selection at Enrollment	yes/no
Referrals to Specialists Required	yes/no
Lifetime Maximum	\$2,000,000/Unlimited
Calendar Year Deductible (CYD)	none
Out of Pocket Maximum	\$1,500 individual \$3,000 family (copays)
Physician Office Visits	\$10 primary care co-pay \$20 specialist co-pay
Adult Well Physical	\$10 primary care co-pay \$20 specialist co-pay (annual OB-GYN check up \$10 co-pay)
Child Office Visits	\$10 primary care co-pay \$20 specialist co-pay
Outpatient Lab & X-ray & PreAdmission & Diagnostic Tests	no charge
Outpatient Surgery Facility	no charge
Home Health Care	\$10 co-pay per visit
Physician Inpatient Visits	no charge
Physician Surgery	no charge
Chiropractic	no charge, limited to 60 days of treatment subject to medical necessity
Outpatient Rehab (Physical, Occupational, Speech Therapy)	no charge, limited to 60 days of treatment subject to medical necessity
Mental Health - Inpatient	no charge maximum 30 days per calendar year
Mental Health & Substance Abuse - Outpatient	
Substance Abuse - Inpatient	no charge maximum-detox only
Durable Medical Equipment	no charge
Hospital Inpatient	no charge

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<b>Benefit</b>	<b>Copay</b>
Pregnancy	\$20 specialist co-pay initial visit only
Emergency Room	\$75 co-pay
Emergency Room Physician	no charge
Ambulance	no charge
Skilled Nursing Facility	no charge limited to 100 days per lifetime
Organ Transplant	no charge
Hospice & Bereavement	no charge, lifetime maximum benefit \$5,000
Prosthetics	no charge
Mammogram (Routine)	no charge
Prescription Drugs - Retail (30 day supply)	\$10 generic, \$20 brand
Prescription Drugs - Mail Order (90 day supply)	\$20 generic, \$40 brand

## **12.6 Intervent Data Specifications**

The following data files and elements are requested:

Non-Participants, Covered 3 Years (N = XXXXX)

- Unique number
- Gender
- Employment status (active vs. retired)
- DOB
- Claims data (for each individual claim)
  - Amount paid (\$)
  - Date of claim (MM/YY)
  - Type of claim -- ICD-9 and/or CPT codes
  - Location of claim (in-patient, out-patient, ER, office, etc.)

Participants, Covered 3 Years (N = XXXXX)

- SS#
- Gender
- Employment status (active vs. retired)
- DOB
- Claims data (for each individual claim)
  - Amount paid (\$)
  - Date of claim (MM/YY)
  - Type of claim -- ICD-9 and/or CPT codes
  - Location of claim (in-patient, out-patient, ER, office, etc.)

Others, Covered 3 Years (N = XXXXX)

- SS#
- Gender
- Employment status (active vs. retired)
- DOB
- Claims data (for each individual claim)
  - Amount paid (\$)
  - Date of claim (MM/YY)
  - Type of claim -- ICD-9 and/or CPT codes
  - Location of claim (in-patient, out-patient, ER, office, etc.)

Claims for pregnancy, HIV/AIDS, and mental health are omitted from the datasets.

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**12.7 Large Claim Information**

Large claim information can be found in the accompanying file *experience, large claims.xls*.

**12.8 Group Health Plan Experience**

Health plan experience can be found in the accompanying file *experience, large claims.xls*.

**12.9 Census Data**

Health plan census information can be found in the accompanying file, *health RFP census.xls*.

**12.10 Reinsurance Contract**

The current ING/Reliastar reinsurance contract can be found in the accompanying file, *ING reinsurance contract.pdf*.

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**EXHIBIT "A"**

**City of Fort Lauderdale**  
**GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. 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.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. 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 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 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.
- 1.04 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.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 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.
- 1.07 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.
- 1.08 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 it's purchasing 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.

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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 Pakistani 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.

**1.09 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 will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

**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.  
BID – a price and terms quote received in response to an ITB.  
PROPOSAL – a proposal received in response to an RFP.  
BIDDER – Person or firm submitting a Bid.  
PROPOSER – Person or firm submitting a Proposal.  
RESPONSIVE 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.  
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 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, Bidder's should use the proposal forms provided by the City. These forms may be

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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 Bidder's, 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, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 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 Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.**
- 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 his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his 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, he must notify the Procurement Division immediately. Such notification must be received by the Procurement 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 him 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

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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 Manager 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, postal money order, cashiers check, or irrevocable letter of credit. 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 or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 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.

**PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit 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. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale,

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Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit 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 Purchasing 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 Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** 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 his 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:
- Bidder's 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.
- 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 Occupational 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 Material Safety Data Sheet (MSDS).
- 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 he 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, he will, if he 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. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing 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 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

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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 form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his 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 on 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 to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required 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 themselves 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 for a state 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

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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 Manager or selected designee.
- 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 that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

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**EXHIBIT "B" Special Conditions**

**GENERAL CONDITIONS:**

RFP General Conditions Form G-107 Rev 7/01 (GC) are included and made a part of this RFP as Exhibit "A".

**VARIANCES:**

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

**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.

**RFP DOCUMENTS:**

The Contractor shall examine the RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

**PROPOSERS' COSTS:**

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

**RULES AND PROPOSALS:**

The signer of the proposal must declare that the only person(s), company or parties interested in the proposals 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 principal proposal.

**CONFIDENTIAL INFORMATION:**

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

**MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:**

It is the desire of the City of Ft. 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 program 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.**

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If proposers are considered for award, they may be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

See General Conditions Section 1.08 for MBE and WBE definitions.

**Certification by Broward County, FL:** If awarded a contract or purchase order as a result of this solicitation, and if awarded Contractor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded Contractor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale, FL.

**YEAR 2000 COMPLIANCE:**

The Proposer/Contractor warrants that each piece of hardware, software, and/or firmware product proposed, delivered or used in providing the services as contained in the RFP shall be able to accurately process date/time data (including, but not necessarily limited to calculating, comparing, and sequencing), from, into, and between the twentieth and twenty-first centuries, and years 1999 and 2000 and leap year calculations exchanges date/time date with it. If the contract requires the specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the City for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty include repair and/or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after City acceptance. Nothing in this warranty shall be construed to limit any rights or remedies that the city may otherwise have under this contract with respect to defects other than year 2000 performance.

The city, at its sole option, may at any time, require the contractor to demonstrate the procedures it intends to follow in order to comply with all the obligations contained the RFP specifications.

**APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS:**

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features are desired by the City. The City is receptive to any product, which would be considered by qualified City personnel as an equivalent.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product or service, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product or services proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the RFP process.

**CONTRACT PERIOD:**

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The initial contract term shall commence upon final execution of the contract by the City and shall be for a FIVE (5) YEAR period, subject to annual rate review and mutual approval and acceptance by the City and Contractor. Such annual rate reviews shall be based on the contract cost adjustment terms as outlined in paragraph 13. It is anticipated the contract term will begin on or about February 1, 2003. The City is interested in establishing a long-term relationship and will consider equitable price proposals that contain guaranteed multi-year terms, where such pricing is shown to be in the City's best interests.

The City reserves the right to extend the contract for up to five (5) 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.

**INVOICES/PAYMENT**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project, IF APPLICABLE.

The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

**CONTRACT COST ADJUSTMENTS:**

The costs as proposed and accepted by the City shall be firm for a minimum of one year from the initial contract start date. The costs the second and subsequent contract years shall be subject to mutually agreed upon pricing based on the applicable medical cost index or indices for the State of Florida and actuarial review of the claims experience for the coverages provided for the preceding contract year. **Any requested cost adjustment shall be submitted to the City at least NINETY (90) days prior to the contract anniversary date.** Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

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 reserves the right to cancel the contract upon giving thirty (30) days notice to the Contractor.

**NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**DELETION OR MODIFICATION OF SERVICES:**

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the

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Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

**ADDITIONAL ITEMS/SERVICES:**

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The contractor agrees to profuse such items or services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

**WARRANTIES OF USAGE:**

Anticipated services, which may be listed, are for information and tabulation purposes only. No warranty or guarantee of any specific volume of services is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**SUBCONTRACTING:**

The Contractor shall be capable of performing all the work as detailed in the Scope of Services without subcontracting. **In the event the Contractor wished to use a subcontractor this information shall be included as a part of the RFP response.** The Contractor shall be held fully responsible for the subcontractor's work and for complete compliance with the RFP specifications. The City reserves the right to approved or disapprove of any subcontractor candidate in its best interest.

**INDEPENDENT CONTRACTOR:**

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

**INSURANCE:**

The Contractor shall carry, at all times, the following insurance coverage:

Worker's compensation and Employer's Liability Insurance

Limits:

Worker's Compensation: Statutory Limits, for all Contractor employees.

Employer's Liability: \$100,000

Commercial General Liability Insurance

Limits: Combines Single, Limit Bodily Injury/Property Damage with minimum limits of \$1,000,000.

Automobile Liability Insurance

Limits: Bodily Injury-\$250,000 each person

\$500,000 each occurrence

Property Damage \$100,00 each occurrence

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Professional Liability

Limits: \$1 million per occurrence, \$2 million aggregate

**The City shall be named as an additional insured for Commercial General Liability, only.**

All Certificates of Insurance must be submitted to the Purchasing Division and be approved by the City's Risk Management prior to commencement of any work.

**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 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.

**RECORDS/AUDITS:**

The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years. Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of contractor's operations according to generally accepted auditing standards.

**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 services from a public utility needed for their performance, provided that;

- A. 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;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

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D. 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.

**NON COLLUSION CLAUSE**

By offering a submission in response to the RFP, the proposer certifies that the proposer has not divulged to, discussed or compared his/her proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal. Also, the proposer certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, that in connection with the competitive proposal:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;
- Any prices and/or cost data quoted for this competitive proposal have not been knowingly disclosed by the competitive proposer and will not knowingly be disclosed by the proposer, directly or indirectly to any other proposer or to any competition, prior to the scheduled award of the contract;
- No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a competitive proposal for the purpose of restricting competition;
- The only person or persons interested in this competitive proposal is/are the principal or principals named herein and that no person other than herein mentioned has any interest in this competitive proposals or in the Agreement to be entered into.

**CONFLICT OF INTEREST**

The award of contract is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. Further, all proposers must disclose the name of any employee of the City who owns, directly or indirectly, an interest of 5% or more in the proposer's firm or any of its branches.

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