

**AGREEMENT FOR
EMPLOYEE BENEFITS CONSULTANT SERVICES**

THIS AGREEMENT, made this 7th day of October 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and The Rhodes Insurance Group, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 1263 East Las Olas Boulevard, Suite 205, Fort Lauderdale, FL 33301, Phone: 954-524-5075, Fax: 954-525-1248, Email: lfrhodes@therhodesinsurancegroup.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) Request for Proposal No. 735-11256, Employee Benefits Consultant Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated August 1, 2013, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated Oct. 7, 2013, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on October 1, 2013 and shall end on September 30, 2014. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

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

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

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to

utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

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.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

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

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.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

CC. Public Records

Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in

Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: Phil Zwick
Deputy Director of Finance

ATTEST

By: _____
Print Name: _____
Title: _____

CONTRACTOR
By: Lloyd F. Rhodes
Name: Lloyd F. Rhodes
President

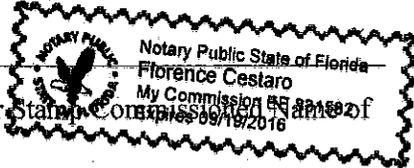
(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 30 day of September, 2013, by Lloyd F. Rhodes as President for The Rhodes Insurance Group, Inc., a Florida corporation.

(SEAL)

Florence Cestaro
Notary Public, State of Florida
(Signature of Notary Public)

(Print, Type, or Stamp Commission # of Notary Public)


Personally Known OR Produced Identification _____
Type of Identification Produced _____



Solicitation 735-11256

Employee Benefits Consultant

Bid designation: Public

**CONTRACT
COPY**



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 735-11256 Employee Benefits Consultant

Bid Number **735-11256**
Bid Title **Employee Benefits Consultant**

Bid Start Date **Jul 15, 2013 3:51:25 PM EDT**
Bid End Date **Aug 5, 2013 2:00:00 PM EDT**
Question &
Answer End **Jul 25, 2013 5:00:00 PM EDT**
Date

Bid Contact **Richard Ewell**
Procurement Specialist II
Procurement Services
954-828-5138
rewell@fortlauderdale.gov

Bid Contact **Bob McKenney**
Procurement Specialist II
Procurement
954-828-5139
RMcKenney@fortlauderdale.gov

Changes made on Jul 23, 2013 2:50:10 PM EDT

New Documents **contractsample021412.pdf**

Changes were made to the following items:

Employee Benefits Consultant

Description

The City of Fort Lauderdale, Florida is seeking proposals from qualified independent employee benefit consulting firms to act as consultant to the City's Human Resources Department on an "as needed" basis, in accordance with the terms, conditions, and specifications contained in this Request for Proposal. For a copy of the RFP, go to www.bidsync.com.

Added on Jul 23, 2013:
Sample contract attached.

Changes made on Jul 23, 2013 2:50:10 PM EDT

RFP #735-11256**TITLE: Employee Benefits Consultant****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified independent employee benefit consulting firms, hereinafter referred to as the Contractor, to provide consulting services to the City's Human Resources Department on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

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

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. ELIGIBILITY

To be eligible to respond to this Request for Proposal the proposers must be in the business of providing Employee Benefit Consulting services. The City will not consider proposals received from proposers who serve in the capacity of agents, brokers, sales representatives or associates of any insurance company, life or health care provider, or provider of medical or dental services.

Proposals will be considered only from proposers who meet the following requirements.

- Have been providing the outlined services detailed in this RFP for at least three (3) Florida public sector employers (governments) for a minimum of five years.
- Have an active 2-15 Life, Health and Variable Annuity License with the State of Florida.
- Agree to work in conjunction with the City's outside benefit actuary (currently Wakely & Associates) separately contracted with the City for health actuarial services.

05. PRICING/DELIVERY

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

06. RFP DOCUMENTS

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

07. AWARD

The City reserves the right to award to that proposer who will best serve the interests of the City, for the product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

08. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II - RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	7/15/13
Deadline for Questions/Request for Clarifications	7/25/13
Proposal Due Date/Time (Deadline)	8/5/13

PART III - SPECIAL CONDITIONS

01. **GENERAL CONDITIONS**
RFP General Conditions Form G-107 Rev. 07/13 (GC) are included and made a part of this RFP.
02. **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.
03. **RFP DOCUMENTS**
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **CONTRACT PERIOD**
The initial contract term shall commence upon date of award by the City or October 1, 2013, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for three additional one 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.
- In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
07. **COST ADJUSTMENTS**
Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.
- Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).
- The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as

compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and 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, or considered to be excessive, or if 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 Contract will be considered cancelled on the scheduled expiration date.

08. SERVICE TEST PERIOD

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

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

09. RELATED EXPENSES/TRAVEL EXPENSES

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

10. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

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 from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide 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.

11. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the 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 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.

12. **SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

13. **INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

14. SUBCONTRACTORS

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

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval,

and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

15. **INSURANCE – SUBCONTRACTORS**

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

16. **UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**

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

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

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.

17. **PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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

18. CANADIAN COMPANIES

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

19. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

20. BID TABULATIONS/INTENT TO AWARD

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

21. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

22. LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement, Attachment "A" of this RFP, as applicable to the local business preference class claimed **at the time of proposal submittal**:

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

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

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

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

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/index.htm>**

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

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

23. LIST OF ATTACHMENTS

- A. Local Vendor Certification Statement
- B. Proposal Checkoff List
- C. Proposal Questionnaire
- D. Business Associate Agreement Sample
- E. Non-Collusion Statement

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

1. BACKGROUND

The City of Fort Lauderdale provides medical, dental and life insurance benefits which are available to its employees, retirees and their dependents through multiple carriers. There are approximately 1,700 employees and retirees with 3,650 members in the following plans.

- Three self-funded medical plans include two HMO options and a Consumer-Driven option (with health reimbursement accounts) which is administered under an ASO contract with Cigna (expires December, 2014).
- Prescription benefits are self-funded by the City through a separate ASO contract, also with Cigna (expires December, 2015).
- A voluntary vision plan is available to all employees through Cigna.
- Stop-loss coverage is provided through a separate contract which is bid-out annually and currently held by Cigna.
- The City has just opened a Health and Wellness Center through a contract with Marathon Health that provides free medical services to all participants in its Cigna medical plans (contract expires December, 2015).
- The dental insurance is currently out-to-bid for a January, 2014 effective date. A fully insured dental plan through Humana available for management and general employees with a self-funded dental plan for firefighters from Guardian.
- A self-administered, group term-life insurance contract with Unum provides \$10,000 in free term life coverage to management employees and up to 3 times salary (or \$250,000) in voluntary life insurance to all employees.

The City has a contract with P&A Group to administer its COBRA and Section 125 Dependent Care and Medical Spending Accounts (contract expires December, 2015).

The current consultant for all Employee Benefit Consulting Services for the City is The Rhodes Insurance Group of Fort Lauderdale, FL. The current contract with Rhodes Insurance Group expires on September 30, 2013 and a new solicitation is being issued for its replacement. Our current contract covers the above employee benefit programs, including, but not limited to medical, Rx, vision, wellness, dental and group term life insurance coverages.

2. BENEFIT CONSULTING

The scope of services shall include, but not necessarily be limited to the following:

- a. Provide advice and assistance for reviewing the City's benefit programs on a continuing basis to ensure that these plans are in compliance with federal and state requirements. Recommend alternative benefit designs or delivery systems as dictated by changing state and federal regulations and costs.
- b. Assist in reviewing and reaffirming or changing the goals and objectives of the benefit design. Provide notification, monitoring and information on pending or new and changing legislation and tax laws (Affordable Care Act, etc.), as well as, benefit and funding trends that may affect the benefits program.
- c. Advise and assist the City of Fort Lauderdale Employee Benefits Program in the creation and analysis of "Request for Proposals" for products and services necessary

to implement the various benefit plans. Assist in the evaluation of responses to bid specifications for City's Employee Benefit Programs.

- d. Advise and assist in reviewing contracts, RFP's, plan documents, insurance policies and other documents and policies for applicability, accuracy and consistency. In some instances this will include developing monthly reports (medical claims from Cigna, reporting for new ACA regulations, etc.).
- e. Assist City staff with the review of all benefit plans and services for technical accuracy.
- f. Assist in the preparation of benefit Summary Plan Descriptions and plan documents.
- g. Assist the City in the development of benefit plan designs and funding projections for medical, vision, dental, wellness, life and voluntary benefit plans.

3. **SERVICING OF ACCOUNT:**

- a. Participate on behalf of the City of Fort Lauderdale when requested with the various carriers and third-party administrators.
- b. Attendance and representation at City meetings (union contract negotiations, Insurance Advisory Board, City Commission, etc.) as requested or deemed necessary. Consultant may be required to provide evaluations and recommendations
- c. Coordinate and produce comparative and statistical reports in conjunction with the City's benefits actuary in order to provide direction and recommendations for future budgeting and benefit plan designs.
- d. Discuss and coordinate information with carriers, administrators and the City's actuary when requested to create reports and assist in resolving benefit issues.
- e. Participate in the preparation and presentation of financial reports for City management and the State of Florida for the City's self-funded health plans.
- f. Support the City of Fort Lauderdale with resources for trending, forecasting, and premium calculation and allocation in cooperation with actuarial services used by the City.
- g. Consultant, or consultant's professional staff personnel, will be available for telephone conversations, on-site meetings research and advice as may be requested. Where appropriate, Consultant will respond to inquires in written opinions.
- h. Perform special administrative functions related to benefits, insurance and Risk management, "as needed".

4. **HIPPA COMPLIANCE:**

Proposer agrees to enter into a HIPPA Business Associate Agreement with the City in order to establish and implement appropriate safeguards for "Protected Health Information" (**See Business Associate Agreement sample attached**).

5. **PRICING:**

The City's current Consultant is compensated by a firm, fixed, hourly cost to the City to perform the services contained in the RFP. The City shall not guarantee any minimum number of hours per year in this contract. All Employee Benefit Consulting Services shall be on an "as needed" basis which is billed monthly at the quoted hourly rate, including any Consultant travel expenses.

For the purpose of tabulation and estimated total cost to the City, we are using a projection of 125 hours/per year. The City shall pay for Consultant services based only on actual hours used. **Consultant agrees that no Commissions shall be received as a result of providing services under this contract.**

PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Understanding of the Scope of Services, including narrative description of proposed services, methodology and completion of Technical Proposal Questionnaire.	20%
Qualifications and experience of both proposer and personnel assigned to all elements of the work specified.	20%
Past experience providing these services within the past five years. Proposer Shall provide at least three public-sector client references, which includes Information on annual billing and hours/per client.	20%
Cost to the City (firm fixed hourly rate)	40%
TOTAL PERCENT AVAILABLE:	100%

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

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

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD's. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (2) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (3) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE 5 CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Contractor must quote firm, fixed, hourly rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel and expenses. No other costs will be accepted.

You may have various staff members working on the City's projects. Based on the activities described in this RFP, the City would like to break out costs as specified below.

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

<u>EMPLOYEE CLASSIFICATION</u>	<u>\$FEE/ HOUR</u>	<u>ANNUAL EST. HRS.</u>	<u>ESTIMATED ANNUAL COST</u>
Senior Primary Consultant	_____ x	130	\$ _____
Support Consultant	_____ x	60	\$ _____
Clerical	_____ x	60	\$ _____
Other (please describe)	_____ x	_____	\$ _____
Grand Total			\$ _____

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1: Bid/Proposal Signature Page
- Tab 2: Cost Proposal Page
- Tab 3: Required Documents:
Non-Collusion Statement
Certificate of Insurance
Local Vendor Preference Certification Statement
- Tab 4: Summary of proposers experience providing these services to current and at least three clients during the past 5 years; experience of proposer and staff members who will be assigned to this contract, including resumes; and samples of other consultant contracts.
- Tab 5: Proposal Checkoff List & Questionnaire
- Tab 6: List of subcontractors being used for this contract.
- Tab 7: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.
- Tab 8: List of three public- sector clients/references. Provide agency name, address, telephone number, contact person, and date service was provided. Proposer shall include information regarding the annual billings and number of hours of service per client.
- Tab 9: Any additional attachments to your proposal.

RFP NO. 735-11256

TITLE: Employee Benefits Consultant

ATTACHMENT "A"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

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

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

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

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

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

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

PROPOSER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____

STATE OF _____
COUNTY OF _____
NAME SIGNATURE DATE

The foregoing instrument was acknowledged before me this ___ day of ___, 20___, by ___ and ___ as ___ and ___ respectively, ___ of ___ They are [] personally known to me or [] have produced ___ as identification. (SEAL)

Notary Public, State of
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Commission Number _____

August 1, 2012

ATTACHMENT B
PROPOSAL CHECKOFF LIST
RFP #735-11256

PROPOSER NAME _____

1. If the City approves the contract at the September 17, 2013 City Commission Meeting will you be ready to begin your services October 1, 2013?

_____ Yes _____ No

2. Have you included information on your company's experience, including documentation of services performed, or copies of other contracts?

_____ Yes _____ No

3. Have you included information on the experience of those principals, or employees who will be assigned to this Contract, including resumes?

_____ Yes _____ No

4. Have you included your client reference list, in accordance with RFP requirements?

_____ Yes _____ No

5. Have you included your narrative description of your understanding of the Scope of Work, including your approach, understanding of the services required, techniques, methodology, etc., as requested in RFP specifications? Have you completed Attachment C – Proposal Questionnaire?

_____ Yes _____ No

6. Give the location of the office from which the work is to be performed, if different from your company address?

7. Have you included the required number of proposal copies (One original, two copies and 5 CDs)?

Yes No

8. Do you agree to enter into a HIPPA Business Associate Agreement with the City of Fort Lauderdale as per the attached sample? (DO NOT fill in the Sample Business Associate Agreement at this time – Awarded vendor will receive actual at time of recommendation for award).

Yes No

9. Do you have at least five years experience with three Florida public-sector accounts (municipal or government)?

Yes No

10. Have you provided proof of your 2-15 Life, Health and Variable Annuity License with the State of Florida?

Yes No

Attachment C
Proposal Questionnaire
RFP #735-11256

Proposer: _____

Proposer shall provide the responses to these questions in the format as shown below:

1. State the full names and address (servicing this account) of your organization. Describe your organizational structure (e.g. publicly held, private non-profit, partnership, etc). If it is incorporated, include the state in which it is incorporated.

2. List name(s), title(s), mailing address, telephone number, facsimile number and e-mail address of those individual(s) responsible for fulfilling the benefit consulting activities described in this RFP. Please attach a biography(ies) confirming their public sector benefit consulting experience and why they are suited for the City of Fort Lauderdale account.

3. Confirm that you serve as a consultant or broker, independently, and are not affiliated with any insurance company, third party administrative agency or provider network.

4. Describe your company's organization, philosophy, and management and provide a brief history. Describe your contractual relationships, if any, with organizations or other individuals that will be used to fulfill your services.

5. Do you publish newsletters and other informative publications that are routinely provided to your clients? Have you prepared reviews of timely topics (Affordable Care Act, Wellness issues, medical cost containment, etc.)? Provide sample copies.

6. Detail your ability to monitor regulatory and legislative developments at both the state and federal level and how this will be communicated to the City of Fort Lauderdale.

7. Describe your firm's knowledge and experience in provider network development, provider discounts, stop loss, claims utilization, and pharmacy utilization review, RFP preparation etc. Outline your ability to provide expertise and experience in the areas of medical plan analysis and design. Explain in detail the types of analysis you have conducted relative to benefits analysis and design for a health plan with at least 1,000 employees.

8. Provide a recent client example and costs associated with it of the selection and implementation of a third party claims administrator for a health plan with at least 1,000 participants that was managed by your company.

9. Describe in detail what expertise your firm offers the City in regard to Consumer Driven Healthcare Plan Models, Health and Wellness initiatives, and the Affordable Care Act.

10. In your opinion, what are the three major challenges public entities our size face and how will your firm help us meet these challenges?

11. Please outline your ability and the resources (economic forecasting and data mining tools) available to establish trends and recommendations in our plan design.

12. Rate Quotes – What is the general process used to collect initial rate quotes and negotiate these quotes? What client-specific, proprietary, and public data sources do you use in these negotiations?

13. The emerging frontier in cost management is to improve the health of the population through wellness programs. What opportunity does this present to the City and what experience have you had in facilitating such a program?

14. Describe any other facets of your organization and your firm's experience that are relevant to this proposal and the City of Fort Lauderdale which have not been previously described and that you feel warrant consideration.

ATTACHMENT D**BUSINESS ASSOCIATE AGREEMENT - SAMPLE**

This Agreement is made and entered into this ____ day of _____, 2011, by and between the City of Fort Lauderdale, a Florida municipality (hereinafter referred to as the "Covered Entity" or "City") and _____, a _____ corporation authorized to transact business in the State of Florida (hereinafter referred to as "Business Associate").

WHEREAS, the Covered Entity and the Business Associate have established a business relationship in which Business Associate, acting for or on behalf of Covered Entity, receives Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 ("Act"); and

WHEREAS, the Covered Entity and the Business Associate desire to comply with the requirements of the Act's Privacy Rule as further set out below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Covered Entity and the Business Associate agree as follows:

1. Definitions

a. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy and Security Rules ("Privacy Rule"), as codified in 45 Code of Federal Regulations Parts 160 through 164, as may be amended.

2. Obligations and Activities of Business Associate

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

e. Business Associate agrees to ensure that any agent or subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524, if the Business Associate has Protected Health Information in a Designated Record Set.

g. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, in a reasonable time and manner, if Business Associate has Protected Health Information in a Designated Record Set.

h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

j. Business Associate agrees to provide to Covered Entity or an Individual, within thirty (30) days of receipt of a written request from the Covered Entity or an Individual, information collected in accordance with Section 2.i of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

k. Sections 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations, shall apply to Business Associate in the same manner that such sections apply to Covered Entity.

l. Business Associate shall comply with the privacy, security, and security breach notification provisions applicable to a business associate pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act which is Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), 42 U.S.C.A. §13400 *et seq.* (2010), as may be amended or revised, ("HITECH"), any regulations promulgated thereunder, and any amendments to the Privacy Rule, all of which are hereby incorporated herein by reference.

3. Permitted Uses and Disclosures by Business Associate

a. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Pharmacy Benefit Management Agreement, No. 195-10309, between the City of Fort Lauderdale and the Business Associate ("Original Contract"), provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

4. Specific Use and Disclosure Provisions

a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

5. Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

6. Permissible Requests by Covered Entity

a. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that Business Associate may use or disclose Protected Health Information for data aggregation or management and administrative activities of Business Associate if required by the terms of the Original Contract.

7. Term and Termination

a. The Term of this Agreement shall be effective as of the effective date of the Original Contract, and shall terminate when the Original Contract terminates. Upon termination, all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, shall be destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, or if it is illegal to destroy Protected Health Information, the protections are extended to such information, in accordance with the termination provisions in this Section.

b. Upon either party's knowledge of a material breach by the other party, the nonbreaching party shall either:

1. Provide an opportunity of at least thirty (30) days for the breaching party to cure the breach or end the violation and terminate this Agreement and the Original Contract if the breaching party does not cure the breach or end the violation within the time specified by the nonbreaching party;

2. Immediately terminate this Agreement and the Original Contract if the breaching party has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, the nonbreaching party shall report the violation to the Secretary.

c. Effect of Termination

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return, or destroy, except as prohibited by the Florida public records law, all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that Business Associate's return or destruction of the Protected Health Information would be infeasible or illegal, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible or illegal, for so long as Business Associate maintains such Protected Health Information. Upon written request from the Covered Entity, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible or illegal. At all times Business Associate shall comply with the Florida public records law and exemptions therefrom, and applicable Florida records retention requirements.

8. Miscellaneous

a. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended or revised.

b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. If the parties are unable to reach agreement regarding an amendment to this Agreement, either Business Associate or

Covered Entity may terminate this Agreement upon ninety (90) days written notice to the other party.

c. The respective rights and obligations of Business Associate under Sections 7(c)(1) and 7(c)(2) of this Agreement shall survive the termination of this Agreement.

d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

e. Business Associate shall indemnify, hold harmless, and defend at Business Associate's expense, counsel being subject to Covered Entity's approval, the Covered Entity, and the Covered Entity's officers and employees (collectively "indemnitees"), against any and all claims, actions, lawsuits, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses incurred by any of the indemnitees arising out of or in connection with Business Associate's or any of Business Associate's officers', employees', agents', or subcontractors' breach of this Agreement or any act or omission by Business Associate or by any of Business Associate's officers, employees, agents, or subcontractors, including Business Associate's failure to perform any of its obligations under the Privacy Rule. Business Associate shall pay any and all expenses, fines, judgments, and penalties, including court costs and attorney fees, which may be imposed upon any of the indemnitees resulting from or arising out of Business Associate's or any of Business Associate's officers', employees', agents', or subcontractors' breach of this Agreement or other act or omission.

f. Venue for any lawsuit or any other legal proceedings brought by either party against the other party or otherwise arising out of this Agreement, shall be in Broward County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida, with appellate jurisdiction in the respective corresponding appellate tribunals.

IN WITNESS WHEREOF, the City of Fort Lauderdale and _____, execute this Business Associate Agreement as follows:

By _____

CITY OF FORT LAUDERDALE

By _____
Deputy Director
Finance Department

Approved as to form:

Senior Assistant City Attorney

WITNESSES:

(VENDOR NAME)

(Signature)
Print Name:

By _____
President

(Signature)
Print Name:

ATTEST:

Secretary

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing Business Associate Agreement was acknowledged before me this day of _____, 2011, by _____ as President, and _____, as Secretary, for _____ (Vendors Name)

(SEAL)

Notary Public, State of _____
(Signature of Notary Public - State of _____)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification

Type of Identification Produced

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including 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.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

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

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

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS

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

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

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

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.

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

3.02 MODEL NUMBER CORRECTIONS:

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

Form G-107 Rev. 07/13

- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875678C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold

harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**
- THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>**

PART IV BONDS AND INSURANCE

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.

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- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed 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 the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. 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, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, Form G-107 Rev. 07/13

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 stated period of time.

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

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES:** if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

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, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

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

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

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

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

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

Addendum No. _____ Date Issued _____

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ NO _____

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 bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations: _____

SAMPLE AGREEMENT

**AGREEMENT FOR
(TITLE)**

THIS AGREEMENT, made this ____ day of _____ 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and _____, a _____ corporation authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are _____, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal/Invitation to Bid xxx-xxxx XXXXXXXXXXXXXXXXXXXX, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP"/"ITB" or "Exhibit A").
- (2) Response to the RFP/ITB, dated _____ ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated _____, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on "DATE" and shall end on "DATE". Performance under this Agreement shall commence no later than _____, 2012. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

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

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions) – "IF REQUIRED IN BID SPECS"

Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to

utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

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.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

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

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.

BB. Scrutinized Companies

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

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

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST

CONTRACTOR

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ as (title): _____ for _____ (Contractor name), a _____ corporation.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Question and Answers for Bid #735-11256 - Employee Benefits Consultant

Overall Bid Questions

Question 1

Could you please provide a sample contract? The link within the RFP document does not appear to work. (Submitted: Jul 22, 2013 9:41:46 AM EDT)

Answer

- If you cut and paste the link address into your browser you should be able to access the sample contract document. (Answered: Jul 22, 2013 9:43:07 AM EDT)

Question 2

On what date did the business relationship between the City and the current consultant (the Rhodes Insurance Group) originally begin? (Submitted: Jul 22, 2013 9:51:20 AM EDT)

Answer

- Current contract had a start date of 10/1/2007. (Answered: Jul 22, 2013 11:08:14 AM EDT)

Question 3

I just tried every way to access a sample contract and it does not work. I reach a page which states, "Page Cannot Be Found (Error 404)". (Submitted: Jul 22, 2013 9:54:53 AM EDT)

Answer

- Sample contract has been attached to the RFP. (Answered: Jul 23, 2013 2:50:46 PM EDT)

Question 4

As the incumbent, we were required to have an E&O policy with a \$1,000,000 limit per occurrence. This RFP is requesting a limit of \$2,000,000. Based on the terms of our current agreement, will we be able to continue with a \$1,000,000 limit if chosen or must we upgrade to a policy with a \$2,000,000 limit? (Submitted: Jul 22, 2013 2:41:23 PM EDT)

Answer

- The City has been requesting a \$2,000,000 limit for its various consulting agreements for E&O for the past few years. You must upgrade to a \$2,000,000 limit. (Answered: Jul 22, 2013 3:26:18 PM EDT)

Question 5

Building on the E&O requirement question, a separate RFP released by the City of Ft. Lauderdale today for P&C Insurance Brokerage Consulting Services requires a \$5 million limit in the policy. Will the City look favorably upon RFP respondents with E&O coverage that exceed \$2 million per occurrence? (Submitted: Jul 23, 2013 2:31:05 PM EDT)

Answer

- The RFP specifications lists the minimum requirements. Anything above the minimum is acceptable but is not considered in the evaluation criteria. (Answered: Jul 23, 2013 2:33:13 PM EDT)

Question 6

Due to the considerable scope and resources necessary to respond to a RFP of this type, we're trying to understand the nature of this RFP request. Towards that end, when did the relationship begin between the incumbent and the City? It is understood that the current contract is expiring. What date was the first contract between the incumbent and the City issued? (Submitted: Jul 23, 2013 2:33:58 PM EDT)

Answer

- See Question #2. (Answered: Jul 23, 2013 2:43:29 PM EDT)

Question 7

Please explain how the delivery, payment terms, and total bid discount sections on the signature page should be filled out. Sections 1.02, 1.04, and 1.05 of the General Conditions do not seem to be available. (Submitted: Jul 23, 2013 3:40:14 PM EDT)

Answer

- Enter N/A (for not applicable) for these three sections if they do not apply. (Answered: Jul 23, 2013 3:57:24 PM EDT)

Question 8

Will the City be open to having a mutually agreed upon limit of liability in its contract? (Submitted: Jul 23, 2013 5:41:11 PM EDT)

Answer

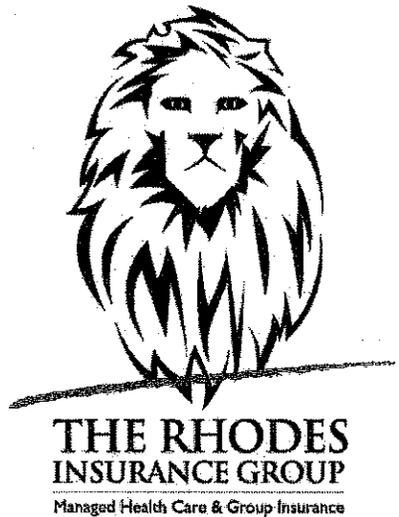
- No (Answered: Jul 24, 2013 9:33:11 AM EDT)



City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant

CONTRACT
COPY

Response Submitted By



The Rhodes Insurance Group

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

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, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

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

Submitted by: [Signature] 8/1/13 (signature) (date)

Name (printed) Lloyd F. Rhodes Title: President

Company: (Legal Registration) The Rhodes Insurance Group

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: 1263 E. Las Olas Boulevard, Suite 205

City Fort Lauderdale State: FL Zip 33301

Telephone No. 954-524-5075 FAX No. 954-525-1248 Email: lfrhodes@therhodesinsurancegroup.com

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

Payment Terms (section 1.04): Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE n/a WBE n/a

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

Table with 2 columns: Addendum No. n/a, Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES [checked] NO

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 bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variations: n/a

**City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant**

PART VII - PROPOSAL PAGES – COST PROPOSAL

Contractor must quote firm, fixed, hourly rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel and expenses. No other costs will be accepted.

You may have various staff members working on the City's projects. Based on the activities described in this RFP, the City would like to break out costs as specified below.

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

<u>EMPLOYEE CLASSIFICATION</u>	<u>\$ FEE / HOUR</u>		<u>ANNUAL EST. HRS.</u>	<u>ESTIMATED ANNUAL COST</u>
Senior Primary Consultant	\$175.00	x	130	\$22,750.00
Support Consultant	\$92.50	x	60	\$5,550.00
Clerical	50.00	x	60	\$3,000.00
Other (please describe)		x	_____	
Grand Total				\$31,300.00



NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

NAME

RELATIONSHIPS

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

ATTACHMENT "A"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

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

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

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

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

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

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

PROPOSER'S COMPANY: The Rhodes Insurance Group

AUTHORIZED COMPANY PERSON: Lloyd F. Rhodes NAME; [Signature] SIGNATURE; 8/1/13 DATE

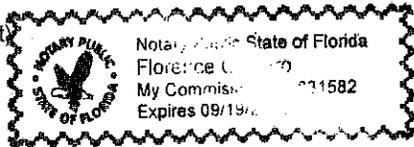
STATE OF Florida; COUNTY OF Broward

The foregoing instrument was acknowledged before me this 5 day of August, 2013, by Lloyd F. Rhodes and [Signature] as President and [Signature] respectively, of The Rhodes Ins. Group. They are [X] personally known to me or [] have produced identification. (SEAL)

[Signature]
Notary Public, State of
(Signature of Notary taking Acknowledgment)

Florence Costaro
Name of Notary Typed, Printed or Stamped

My Commission Expires: 9/19/2016
EE 831582
Commission Number





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/1/2013

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

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

PRODUCER The Fairway Insurance Group, LLC 5461 North Federal Highway Fort Lauderdale FL 33308	CONTACT NAME: Caryn Osborne PHONE (A/C No. Ext.): (954) 772-9819 FAX (A/C No.): (954) 772-9564 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Rhodes Insurance Group, Inc. 1263 E. Las Olas Blvd. Suite 205 Fort Lauderdale FL 33301-2376	INSURER A: Zurich North America NAIC #	
	INSURER B: Travelers Indemnity Comany of 25666	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: CL136607304** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PAS042220864	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMPOP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	BODILY INJURY (Per person) \$				
<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
			\$				
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$
	DED		RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			IH-UB-4177M20-8-13	6/9/2013	6/9/2014	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Fort Lauderdale is Additional Insured with respect to General Liability.
 Certificate is subject to the terms, conditions, & exclusions of the policy.

CERTIFICATE HOLDER City of Fort Lauderdale Purchasing Department 100 North Andrews Avenue Suite 619 Fort Lauderdale, FL 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Edward Brown/CARYN <i>Edward Brown</i>



Travelers 1st ChoiceSM

**INSURANCE PROFESSIONALS LIABILITY COVERAGE
DECLARATIONS**

POLICY NO. ZPL12S1473513N1

St Paul Guardian Insurance Company
St. Paul, Minnesota
(A Stock Insurance Company, herein called the Company)

**Important note: This is a claims-made policy. To be covered, a claim must be first made against an Insured during the policy period or any applicable extended reporting period. The limit of liability available to pay settlements or judgments will be reduced by defense expenses.
The deductible applies to defense expenses.**

This policy is composed of the Declarations, the Insurance Professionals Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

ITEM 1	NAMED INSURED: The Rhodes Insurance Group, Inc. Principal Address: Suite 205 1263 East Las Olas Boulevard Fort Lauderdale, FL 33301
ITEM 2	POLICY PERIOD: Inception Date: 01/01/2013 Expiration Date: 01/01/2014 12:01 A.M. standard time both dates at the Principal Address stated in IT EM 1.
ITEM 3	ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW: Email: bfpclaims@travelers.com PHONE: 800-842-8496 FAX: 888-460-6622 Travelers Bond & Financial Products Claim 385 Washington Street Mail Code: 9275-NB03F St. Paul, MN 55102

ITEM 4	<p>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</p> <p>Insurance Professionals Liability Coverage</p> <p>Services Performed for Others:</p> <p><input checked="" type="checkbox"/> Life, Health and Accident Insurance Agent or Broker <input type="checkbox"/> Property and Casualty Insurance Agent or Broker <input type="checkbox"/> Sale and Servicing of Mutual Funds</p>								
ITEM 5	<p>PROFESSIONAL LIABILITY COVERAGE LIMITS</p> <p>Professional Services and Network and Information Security Offenses Coverage Limits:</p> <table border="0"> <tr> <td style="padding-right: 40px;">\$ 1,000,000</td> <td>for each Claim; not to exceed</td> </tr> <tr> <td>\$ 3,000,000</td> <td>for all Claims</td> </tr> </table> <p>Deductible:</p> <table border="0"> <tr> <td style="padding-right: 40px;">\$5,000</td> <td>each Claim</td> </tr> <tr> <td>N/A</td> <td>all Claims</td> </tr> </table> <p>Retroactive Date: N/A</p> <p>Knowledge Date: 01/01/2003</p>	\$ 1,000,000	for each Claim; not to exceed	\$ 3,000,000	for all Claims	\$5,000	each Claim	N/A	all Claims
\$ 1,000,000	for each Claim; not to exceed								
\$ 3,000,000	for all Claims								
\$5,000	each Claim								
N/A	all Claims								
ITEM 6	<p>ADDITIONAL BENEFITS LIMITS:</p> <p>Crisis Event Expenses Limits: \$ 10,000 for each Crisis Event \$ 30,000 for all Crisis Events</p> <p>Disciplinary or Regulatory Proceeding Expenses Limits: \$ 25,000 for each Disciplinary or Regulatory Proceeding \$ 50,000 for all Disciplinary or Regulatory Proceedings</p>								

City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant

Experience

City of Fort Lauderdale

The Rhodes Insurance Group was appointed as the City's consultant of record in January 2002; the contract was extended in 2004 and again in 2007 as a result of RFQ processes. At the time of the original appointment in 2002, the City's self-funded PPO health plan had a deficit of \$13.3 million. This deficit was projected to increase to \$17 million. In order to recover the deficit, The Rhodes Insurance Group recommended several changes in the plan and assisted in their implementation.

By the end of the 2002 fiscal year, the health plan deficit was \$7.4 million. As of April 2004 it was reported to be \$4.9 million and was eliminated in 2005. The continued favorable experience also resulted in decreases in employee deductions with no reduction in benefits effective January 1, 2006, and January 1, 2007.

- Negotiations with the North Broward Hospital District, the Dimension Health network and Holy Cross Hospital resulted in a favorable contracts for the City, with significantly improved discounted fees.
- Recommendations for health and prescription drug plan changes provided additional savings for the plan and brought benefits to a level competitive with the market.
- Recommended increases in employee contributions to keep plan in line with plans offered by other employers.
- Prepared an RFP for a self-funded HMO plan to be offered in addition to the PPO plan effective March 1, 2003. The Rhodes Insurance Group prepared analyses of the RFP responses and assisted the City during the selection process. The resulting HMO choice included deep discounts and greater access to cost-effective care. As part of the RFP process, a new reinsurance policy that decreased the City's risk was implemented.
- Recommended the removal of the dental benefits from the self-insured PPO plan and prepared an RFP for fully-insured DHMO and indemnity/PPO dental plans effective March 1, 2003. The RFP process included analyses by The Rhodes Insurance Group and assistance with the selection process. The process resulted in plans with rates guaranteed for two years and an estimated annual reduction in costs of \$423,000.
- Prepared an RFPs for the self-funded health plan for effective dates of January 1, 2007 and January 1, 2012.
- Prepared an RFP for the City's Health Center which began seeing patients in July 2013. The process included meeting with twelve companies capable of providing these services and the analysis of nine proposals actually received. We utilized our local contacts, Dr. Robert Oller, CEO of NSU Health Centers and Debbie Stallings, Administrator of JM Family Health Center to serve on the proposal evaluation committee.

In addition to the RFP projects we have completed for the City, The Rhodes Insurance Group provides administrative assistance on a routine basis:

- Preparation of health plan experience reports and analyses for City Commissioners and union representatives.

The Rhodes Insurance Group



City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant

- Conduct research when benefit or legislative questions arise. As an example, we recently assisted the Human Resource and Financial Departments with the calculation of the cost of providing health plan coverage to employees who are not currently covered but who must be covered under Affordable Care Act requirements.
- Assist Human Resource and Financial Departments as requested with any issues that may arise.
- Assist with preparation of employee communications and Commission agenda items.

Contact: Denny Stone, Benefits Coordinator, 954-828-5436 or Guy Hine, Risk Manager, 954-828-5439

Miami Dade College

The Rhodes Insurance Group has provided consulting services to Miami Dade College since 1993. The College currently provides health, dental, life and disability benefits to its 2,300 full-time employees on eight campuses and several off-campus centers.

- Prepared group health plan RFPs with proposed effective dates of January 1, 1993, July 1, 1996, July 1, 2001, January 1, 2003, January 1, 2005 and January 1, 2008.
- Assisted College's insurance committee in analysis and selection process of RFPs.
- Prepared group dental plan RFPs with proposed effective dates of July 1, 1998, July 1, 2001 and January 1, 2010.
- Assisted in the publication and analysis of surveys to determine employee satisfaction with existing health and dental plans.
- Prepared IRS Section 125 Plan administrator RFP.
- Assist with renewal negotiations, resolution of claim and benefit issues, and preparation of employee communications regarding benefits.

Contact: Iliana Castillo-Frick, Vice Provost, Human Resources, 305-237-0734.

Broward College

Broward College selected The Rhodes Insurance Group as its consultant of record for its employee benefit plans in 1989. The College currently sponsors group health, dental, life and disability plans to its 1,400 full-time employees on seven campuses.

- Introduced a self-funded EPO and PPO plan in 1989.
- Prepared RFPs for life and long term disability, health and dental plans for an effective date of January 1, 1998 and January 1, 2006.
- Prepared RFP for health plan for effective date of January 1, 2008.
- Prepared RFP for dental plan for effective date of January 1, 2009.
- Prepared RFP for life and disability plan for effective date of January 1, 2012.
- Assisted College's insurance committee in analysis and selection process.
- Prepare health plan experience reports and analyses.
- Assist in the preparation of employee communications regarding benefit plans.

The Rhodes Insurance Group



City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant

- Present health care plan updates to the College's Health Care Task Force, bargaining groups and key management.
- Prepare and analyze surveys used to determine employee satisfaction with health and dental plans.
- Aid in the recommendation and organization of wellness programs for employees.
- Assist in preparation of annual actuarial reports and GASB 45 Reports.

CONTACT: Dr. Denese Edsall, Associate VP, Human Resources, 954-201-7502.

City of Lauderhill

The City of Lauderhill provides health, dental, life and disability benefits to its 400 eligible full-time employees including three collective bargaining units. The Rhodes Insurance Group was selected to act as the City's agent of record in 1988.

- Published RFPs for group life and short term disability benefits for effective date of October 1, 1995 and October 1, 2011.
- Published RFPs for IRS Section 125 Plan Administrator for effective date of October 1, 1996 and October 1, 2001.
- Published RFPs for the group dental benefits for effective dates of October 1, 1995, October 1, 1997 and October 1, 2011.
- Published RFPs for the group health benefits for effective dates of October 1, 1995, October 1, 1999, October 1, 2000, October 1, 2008, October 1, 2012, and October 1, 2013.
- Assisted in the analysis and selection process.
- Negotiated the benefit plan renewals on behalf of the City.
- Assist in the resolution of claim problems.
- Assisted in the publication of a surveys to determine employee satisfaction with existing health plans.

CONTACT: Ms. Revlon Fennell, HR Director & Risk Manager, (954) 730-3093



City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant

Scope of Services

BENEFIT CONSULTING

As the City's incumbent group benefits consultant, The Rhodes Insurance Group has provided the services requested in this RFP since 2002.

- a. **Provide advice and assistance for reviewing the City's benefit programs on a continuing basis to ensure that these plans are in compliance with federal and state requirements. Recommend alternative benefit designs or delivery systems as dictated by changing state and federal regulations and costs.**

Our extensive industry resources and subscriptions provide us with constant regulation updates and resources that we provide the City as necessary to assure compliance with Federal and State regulations. We have provided guidance on day-to-day operations for subjects such as COBRA and Flexible Spending Accounts as well as legislated state and federal health benefits. Our recommended health plan designs implemented in 2003 and 2004 were instrumental in eliminating the deficits incurred during 2000, 2001 and 2002. We also participated in the current plan designs that have significantly improved the financial status of the self funded health plan.

- b. **Assist in reviewing and reaffirming or changing the goals and objectives of the benefit design. Provide notification, monitoring and information on pending or new and changing legislation and tax laws (Affordable Care Act, etc.), as well as, benefit and funding trends that may affect the benefits program.**

In reference to changes in government regulations, we recently provided the City staff with key information as well as analysis regarding the potential impact of ACA fees, and part-time versus full-time employees. We constantly attend industry webinars that discuss the latest developments in benefits and wellness plan design.

- c. **Advise and assist the City of Fort Lauderdale Employee Benefits Program in the creation and analysis of "Request for Proposals" for products and services necessary to implement the various benefit plans. Assist in the evaluation of responses to bid specifications for City's Employee Benefit Programs.**

The Rhodes Insurance Group has 25 years experience providing Request for Proposal services to our public sector clients. We have prepared and analyzed RFPs for both fully-insured and self-funded plans including health, dental, life, disability, reinsurance, health and pharmacy claims administration, voluntary benefits and IRS Section 125 plans. We have assisted in the development and evaluation processes for numerous benefit plans and reinsurance contracts for the City of Fort Lauderdale since 2002. Our detailed analyses have received positive feed back from City evaluation committee members in all processes. Samples of our analyses are included in Tab 9.

We are very familiar with the Florida public purchasing requirements and there have been no successful vendor protests to any of the RFP processes in which we have provided support

The Rhodes Insurance Group



City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant

- d. Advise and assist in reviewing contracts, RFP's, plan documents, insurance policies and other documents and policies for applicability, accuracy and consistency. In some instances this will include developing monthly reports (medical claims from Cigna, reporting for new ACA regulations, etc.).**

We do assist the City as requested in the detailed reviewing of contracts, plan documents, insurance policies and related documents to ensure technical accuracy and consistency. In addition, we make recommendations regarding compliance issues that may be identified after a review of the City's contracts and procedures. In reference to ACA regulations, we have worked closely with the City in developing internal reports to facilitate the recognition of part-time versus full-time employees.

- e. Assist City staff with the review of all benefit plans and services for technical accuracy.**

We do review benefit plans and services to assure technical accuracy as well as accuracy

- f. Assist in the preparation of benefit Summary Plan Descriptions and plan documents.**

Our staff does provide detailed reviews of Summary Plan Descriptions as well as the new Summary of Benefit and Coverage documents now required by the ACA. These documents are initially prepared by the selected insurance company or Third Party Administrators and we work with these companies and the City to correct or modify provisions as appropriate.

- g. Assist the City in the development of benefit plan designs and funding projections for medical, vision, dental, wellness, life and voluntary benefit plans.**

We have participated in the development of benefit plan designs and funding projections for the City's benefit plans.

SERVICING OF ACCOUNT:

- a. Participate on behalf of the City of Fort Lauderdale when requested with the various carriers and third-party administrators.**

Our extensive experience and our relationships within the group insurance marketplace make us uniquely qualified to assist the City in securing the best possible service and outcomes of sometimes difficult issues. We agree to continue providing this service.

- b. Attendance and representation at City meetings (union contract negotiations, Insurance Advisory Board, City Commission, etc.) as requested or deemed necessary. Consultant may be required to provide evaluations and recommendations.**

The Rhodes Insurance Group, will continue to attend meetings and union negotiations as requested and provide evaluations and documentation as appropriate. We also prepare recommendations regarding the benefit plans, insurance contracts and administration.

The Rhodes Insurance Group



City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant

- c. Coordinate and produce comparative and statistical reports in conjunction with the City's benefits actuary in order to provide direction and recommendations for future budgeting and benefit plan designs.**

We do maintain detailed and historical reports of the City's self-funded health plan and other benefit plans. Health plan data includes contribution and revenue analysis, pharmacy and health claims by option and bargaining unit, enrollment detail by option and group and large claim data by option and group. We maintain this information in order to forecast trends, assist staff in preparing management reports and feedback, and to assist in benefit design and the overall consulting process.

- d. Discuss and coordinate information with carriers, administrators and the City's actuary when requested to create reports and assist in resolving benefit issues.**

The Rhodes Insurance Group collects and analyzes reports of claim utilization and other pertinent information to identify trends and anomalies and prepare recommendations with input from the City's actuary based on the information gathered. We review historical claims experience, demographic trends and plan performance from a financial standpoint. We keep extensive computerized files with information about the City's benefit plans and monitor claims experience and trends.

- e. Participate in the preparation and presentation of financial reports for City management and the State of Florida for the City's self-funded health plans.**

Based on the data mentioned in our previous answer, we work closely with the City's actuary and other parties as instructed as often as requested and format our reports to meet changing needs or the intended audience. Examples of these services include the preparation of the State required annual plan certification and the GASB 45 Reports

- f. Support the City of Fort Lauderdale with resources for trending, forecasting, and premium calculation and allocation in cooperation with actuarial services used by the City.**

Our industry subscriptions and sources provide us with the national trends and our local surveys provide us with trends in the South Florida market. Our local relationships with health care providers such as Broward Health and Memorial Health also give us unique insight to local market trends. Our long-term relationship with the City's current actuary also supports the City in making the decisions regarding future rates and benefit levels.

- g. Consultant, or consultant's professional staff personnel, will be available for telephone conversations, on-site meetings, research and advice as may be requested. Where appropriate, Consultant will respond to inquires in written opinions.**

The Rhodes Insurance Group



City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant

The philosophy of The Rhodes Insurance Group has always been to provide unparalleled industry experience and personal service to the benefit of our clients and their employees. Our services represent a team effort shared by all staff members.

The multitude of regulatory changes in the past few years have well-prepared our staff for drafting summaries of legislation and the potential financial impacts as well as action plans for necessary changes to insure compliance. We also assist in the preparation of employee communications about new legislation and how it may affect the employee.

We are available for telephone conversations and meetings and will conduct research and provide advice as needed. Whenever possible, we provide our written professional opinions that include materials from respected expert sources, such as the IRS, Department of Labor or Health and Human Services.

We have included samples of our written advice and opinions in Tab 9.

h. Perform special administrative functions related to benefits, insurance and Risk management, "as needed".

As was demonstrated during the process for the City of Fort Lauderdale's health center implementation, we are always available for special administrative functions. As an example, we assisted in the search for the current health center site and also utilized our local contacts to facilitate the opening of the temporary site. Our relationships with Broward Health and Walgreens were key in this project.

We have also conducted local market surveys on various topics to assist management in the decision making processes regarding topics such as domestic partner benefits, smoking cessation programs and weight management.



City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant

ATTACHMENT B
PROPOSAL CHECKOFF LIST
RFP #735-11256

PROPOSER NAME The Rhodes Insurance Group

1. If the City approves the contract at the September 17, 2013 City Commission Meeting will you be ready to begin your services October 1, 2013?

Yes No

2. Have you included information on your company's experience, including documentation of services performed, or copies of other contracts?

Yes No

3. Have you included information on the experience of those principals, or employees who will be assigned to this Contract, including resumes?

Yes No

4. Have you included your client reference list, in accordance with RFP requirements?

Yes No

5. Have you included your narrative description of your understanding of the Scope of Work, including your approach, understanding of the services required, techniques, methodology, etc., as requested in RFP specifications? Have you completed Attachment C – Proposal Questionnaire?

Yes No

The Rhodes Insurance Group



City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant

6. Give the location of the office from which the work is to be performed, if different from your company address?

1263 E. Las Olas Blvd, Suite 205, Fort Lauderdale,
Florida 33301

This is the same as the Company address

7. Have you included the required number of proposal copies (One original, two copies and 5 CDs)?

Yes No

8. Do you agree to enter into a HIPAA Business Associate Agreement with the City of Fort Lauderdale as per the attached sample? (DO NOT fill in the Sample Business Associate Agreement at this time – Awarded vendor will receive actual at time of recommendation for award).

Yes No

9. Do you have at least five years experience with three Florida public-sector accounts (municipal or government)?

Yes No

10. Have you provided proof of your 2-15 Life, Health and Variable Annuity License with the State of Florida?

Yes No



**City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant**

**Attachment C
Proposal Questionnaire**

Proposer: The Rhodes Insurance Group

- 1. State the full names and address (servicing this account) of your organization. Describe your organizational structure (e.g. publicly held, private non-profit, partnership, etc.). If it is incorporated, include the state in which it is incorporated.**

The Rhodes Insurance Group, incorporated in 1988 in the state of Florida, is a privately held corporation located at 1263 East Las Olas Boulevard, Suite 205, Fort Lauderdale, Florida 33301.

- 2. List name(s), title(s), mailing address, telephone number, facsimile number and e-mail address of those individual(s) responsible for fulfilling the benefit consulting activities described in this RFP. Please attach a biography(ies) confirming their public sector benefit consulting experience and why they are suited for the City of Fort Lauderdale account.**

Lloyd Rhodes, President, has been in the group insurance business exclusively since 1976, and formed The Rhodes Insurance Group in 1988. He has an extensive background in group benefit plans and a business degree from the University of South Florida. He currently serves as the lead consultant for the City of Fort Lauderdale..

Florence Cestaro, Vice President, Client Services, has been with The Rhodes Insurance Group since 1995. She was hired as an assistant but has since obtained her life and health insurance license and assumed responsibility for the day-to-day servicing of The Rhodes Insurance Group's clients. She recently earned certification as a Certified Patient Protection and Affordable Care Act Professional after successfully completing comprehensive coursework offered by the National Association of Health Underwriters.

Rebecca Parnell, Psy.D., Contract and Benefits Analyst, joined the company in 2006. An expert in benefit plan requirements, she reviews and analyzes contracts and benefit summaries to ensure our clients that the selected companies meet all contractual and legal obligations. She also assists clients with benefit and administrative issues that arise from time to time and provides assistance with the preparation of communications and analyses relating to group insurance plans. In addition, Ms. Parnell has extensive experience in assisting clients with the implementation of wellness programs and organizing robust health fairs.

Linda Galla, Client Service Representative, joined The Rhodes Insurance Group in 2010 with a background in business planning and finance. She provides office support to the other team members, prepares financial reports for our clients, conducts research on issues and questions that arise and assists at open enrollment meetings.

Jason Melachrino, Pharmacy Consultant, joined The Rhodes Insurance Group in 2006. He holds active Pharmacist and Consultant Pharmacist licenses in Florida and brings a wide range of pharmaceutical knowledge to the company. Dr. Melachrino performs pharmacy

The Rhodes Insurance Group



City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant

program and formulary reviews for our clients during health plan RFP evaluations and analyses. He will assist the City with the resolution of pharmacy issues that may arise for members and provide educational information.

Ron Weintraub, Senior Benefits Consultant, joined The Rhodes Insurance Group in 2009. He is a graduate of the University of Florida and served as the Benefits Director for the School Board of Broward County before joining our company.

All employees of The Rhodes Insurance Group can be reached at the same mailing address, telephone number and fax number:

1263 E. Las Olas Boulevard, Suite 205
Fort Lauderdale, FL 33301
Telephone: 954-524-5075
Fax: 954-525-1248

Our email addresses are

Lloyd F. Rhodes, lfrhodes@therhodesinsurancegroup.com
Florence Cestaro, fcestaro@therhodesinsurancegroup.com
Rebecca Parnell, rparnell@therhodesinsurancegroup.com
Linda Galla, lgalla@therhodesinsurancegroup.com
Jason Melachrino, jmelachrino@therhodesinsurancegroup.com
Ron Weintraub, rweintraub@therhodesinsurancegroup.com

Details of the background and experience of Mr. Rhodes, Ms. Cestaro, Ms. Parnell and Ms. Galla are on the following pages. The details for Dr. Melachrino and Mr. Weintraub are can be found in Tab 6.



**City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant**

Lloyd F. Rhodes, President

Lloyd F. Rhodes has provided the services of a consultant since 1988. Specializing in all forms of group insurance, his firm supplements the functions of an in-house group insurance benefits manager. A resident of Fort Lauderdale, Lloyd is active in many community activities such as the Broward County School Board Insurance Work Group, Broward Health Medical Center's Community Relations Council, Downtown Fort Lauderdale Rotary Club and Broward College Foundation and is a graduate of Leadership Broward. Lloyd earned his Bachelor of Arts in Marketing with a minor in Finance from the University of South Florida. His in-depth experience in the health care field is documented below:

- April 1, 1988- Present** **THE RHODES INSURANCE GROUP** –Consultant in managed health care and group insurance. Clients include the City of Fort Lauderdale, Broward College, Miami Dade College, City of Sunrise, City of Lauderhill, City of Aventura and Max Planck Florida Institute for Neuroscience.
- June 1, 1987- April 1, 1988** **HUMANA HEALTH CARE PLANS** – Promoted to Director of Commercial Group Sales at the time International Medical Centers was purchased by Humana. Products marketed included PPOs, HMOs and Triple Options. Large account sales included Dade County School Board, Eckerd Drugs, Florida Power & Light, City of St. Petersburg and City of Miami Beach.
- June 1, 1986- May 31, 1987** **INTERNATIONAL MEDICAL CENTERS** – Vice President of Commercial Sales. Responsible for redesigning the HMO product, developing a sales plan and building a sales organization. Markets included Dade, Broward, Palm Beach, Hillsborough, Pinellas and Pasco Counties.
- March 1, 1984- June 1, 1986** **HUMANA CARE PLUS** – Senior Market Sales Manager, South Florida Market. Assisted in designing product and contracts and building block of business from inception to \$40 million of annual premium and in excess of 1,250 employers. Large accounts written included Broward County government, American Express, City of Ft. Lauderdale and City of Pompano Beach.
- August 1, 1976- March 1, 1984** **STATE MUTUAL LIFE ASSURANCE CO. OF AMERICA** – Promoted to Sales Manager of newly formed South Florida market. Achieved assigned all lines quota with 3.1 million new annual premiums. Products included Group Pensions, Group Life, Health, Disability and Dental.

The Rhodes Insurance Group



City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant

Florence Cestaro, Vice President, Client Services

Flo Cestaro joined The Rhodes Insurance Group in September, 1995. She currently holds active insurance licenses in Life and Health and is a member of the Society of Human Resource Management. She has earned certification as a Patient Protection and Affordable Care Act Professional after completing coursework offered by the National Association of Health Underwriters.

Ms. Cestaro is responsible for the day-to-day servicing of The Rhodes Insurance Group's clients, including assistance with claims and benefit issues that may arise. Compiling and coordinating the collection of data and information essential to the analysis of benefits proposals and experience, she prepares monthly benefit plan experience reports and charts for several clients and has created presentations for insurance committee meetings and prepares communications relating to group insurance plans. In addition, she conducts educational meetings for human resource departments regarding COBRA regulations, HIPAA requirements and FMLA regulations. She also assists clients at open enrollment meetings and monthly employee orientation meetings. She has served as a patient volunteer at a hospice agency and as a hurricane shelter volunteer for the American Red Cross.

September 1995- Present **THE RHODES INSURANCE GROUP** – Coordinates all aspects of the group insurance business.

January 1992- June, 1995 **EAST END HOSPICE** – Assistant to the Executive Director of state-certified hospice agency in Westhampton Beach, New York. Responsible for day-to-day operations of business office. Trained, supervised, evaluated office staff. Designed and implemented system to track expiration dates of licenses and malpractice insurance required of professional staff. Enhanced computerized payroll benefit tracking system.

April, 1986- December 1991 **THE HAMPTON CHRONICLE-NEWS** – Office manager for weekly newspaper. Reviewed and paid bills, reconciled bank statements, supervised part-time office staff. Copywriter: obituary and other social notices, photo captions



**City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant**

**Rebecca Parnell, Psy.D.
Contract and Benefits Analyst**

Rebecca Parnell joined The Rhodes Insurance Group in June, 2006, and brings a variety of knowledge to the company. She earned her Doctorate in Psychology from Nova Southeastern University and completed Management coursework during her undergraduate schooling. Since joining The Rhodes Insurance Group, Ms. Parnell has earned her license to conduct life and health insurance business and has provided on-site administrative and organizational assistance to a large client. She is ready to assist clients with benefit and administrative issues, to provide assistance with the preparation of communications and analyses relating to group insurance plans. Her attention to detail and understanding of insurance regulations enables her to thoroughly examine and analyze the benefits offered by our clients and the contracts used to administer those benefits.

- June, 2006** **THE RHODES INSURANCE GROUP** – Contract and benefit analyst responsible for review and analysis of benefit summaries and contracts. Assists with the design and implementation of wellness programs and health fairs.
- June, 2005 –
August 2005** **KRAFT NABISCO** – Data entry specialist responsible for maintaining daily railroad orders and shipments on the corporate database. Assisted in updating current budget and entering data pertinent to creation of 2006 budget.
- June, 2004 –
August 2004** **GLOBAL SAVINGS NETWORK** – Office manager and accounts receivable clerk managing over 1,000 member accounts for two company locations. Created daily, weekly and monthly cash reports for Sales department for company, as well as maintained ledgers containing all current and inactive account information.
- August, 2003 –
May, 2004** **STETSON UNIVERSITY** – Assistant to work study supervisor. Organized Federal Work Study and University Employment locations for both undergraduate and graduate students. Verified student Federal Work Study eligibility and responsible for data entry of student loans and financial aid information.



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Linda Galla
Client Service Representative

Linda Galla joined The Rhodes Insurance Group in April, 2010. She has a comprehensive background in business planning and finance, and is licensed in Life, Health, and Variable Annuities. In addition to providing back office support to the firm, Linda prepares monthly health experience reports for the self-insured clients and assists clients at open enrollment meetings.

Accounting

Four years experience as a commercial property accountant

- Prepared monthly financial statements
- Reconciled bank statements
- Coded invoices, posted payables and prepared checks
- Posted receivables
- Prepared and filed sales tax
- Performed cash flow analysis
- Handled banking issues
- Prepared journal entries
- Reconciled general ledgers to subsidiary ledgers
- Reconciled CAM yearly and billed tenants as required
- Prepared budgets
- Daily interaction with property managers and property owners

Finance

Five years experience as a financial analyst in a technology company

- Developed operating year budgets and strategic financial plans
- Prepared intra-company billings, journal entries and monthly variance reports
- Projected yearly expenses by organization and product
- Managed labor claiming and reconciled variances
- Prepared cost estimates in support of product development
- Represented the organization in monthly and yearly ledger closings

Business Planning

Five years experience as a business planner in a technology company

- Analyzed proposals for new product development
- Prepared worldwide pricing and business cases
- Developed competitive financial models and internal cost and expense targets
- Analyzed make-versus-buy decisions
- Managed product life cycles



City of Fort Lauderdale
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Employee Benefits Consultant

- 3. Confirm that you serve as a consultant or broker, independently, and are not affiliated with any insurance company, third party administrative agency or provider network.**

The Rhodes Insurance Group serves the City of Fort Lauderdale as a benefit consultant remunerated on an hourly fee basis. We do not receive any compensation from any insurance companies relating to the services that we provide to the City of Fort Lauderdale.

- 4. Describe your company's organization, philosophy, and management and provide a brief history. Describe your contractual relationships, if any, with organizations or other individuals that will be used to fulfill your services.**

Mr. Rhodes has been employed in the group insurance market since 1976, serving in various roles involving both service and sales. There are three employees in addition to Mr. Rhodes, Florence Cestaro who is the Vice President of Client services; Linda Galla, Client Service Representative; and Rebecca Parnell, Contract and Benefits Analyst. All are licensed in Florida to conduct insurance business. Dr. Jason Melachrino, Pharmacy Consultant, is an independent contractor who joined the company in 2006. Ron Weintraub, Senior Benefits Consultant, is also an independent contractor and joined the company in 2009.

The Rhodes Insurance Group believes in providing unparalleled industry experience and service to the benefit of our clients and their employees. We do not believe in a "one size fits all" approach to benefits consulting; rather, we provide each client with tailored service to meet the needs of their organizational culture and employee population. Maintaining long-term relationships has been one of the keys to our success. The number of clients who have selected The Rhodes Insurance Group has grown significantly based on referrals from existing clients and their personal experience with our staff. We specialize in the South Florida market with an emphasis on public sector employers. The public sector requires experience with purchasing rules and statutes to assure fair and competitive processes.

We specialize in all forms of group insurance and understand that a strong employee benefits program is vital for attracting and retaining valuable employees. Keeping up-to-date on the changes in the benefits marketplace can expend many hours of a company's human resource department. Our role as your consultant is to ease the burden of sifting through pages of regulations and provide you with a step-by-step plan for maintaining compliant benefit plans. We perform the functions of an in-house group insurance risk manager to allow your employees the freedom to perform other tasks.

- 5. Do you publish newsletters and other informative publications that are routinely provided to your clients? Have you prepared reviews of timely topics (Affordable Care Act, Wellness issues, medical cost containment, etc.)? Provide sample copies.**

The Rhodes Insurance Group does not routinely publish newsletters or other publications but we do invest in specialized publications which keep us up to date on the latest trends, legislation and benefit news which we share with our clients. We also routinely receive newsletters from other Benefit Consultants. We share pertinent information from these publications as appropriate.

The Rhodes Insurance Group



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We have included several samples of documents we have prepared in Tab 9.

6. Detail your ability to monitor regulatory and legislative developments at both the state and federal level and how this will be communicated to the City of Fort Lauderdale.

The industry newsletters and publications to which we subscribe provide alerts to legislation prior to its final enactment. When appropriate, we prepare summaries of legislation and share this information with our clients and include action plans for necessary changes to assure compliance. We conduct meetings to discuss the potential impact of any legislation and can provide periodic training sessions to educate City staff regarding industry, regional or local trends, legislative changes, benefit options and other decision-making considerations. As part of the training sessions, we can provide educational and reference materials for the City staff and are always available to conduct research for any compliance issues that may arise. In addition, our website, www.therhodesinsurancegroup.com, includes a resource page with links to the latest healthcare and employee benefit news including information about the Affordable Care Act and its implementation.

Our subscriptions include Managed Care Week; Employee Benefit Advisor; BenefitNews.com; Thompson Publishing guides on subjects such as COBRA, HIPAA, self-insuring health benefits, health reform regulations and employee wellness; National Association of Health Underwriters; and the Florida Association of Health Underwriters.

7. Describe your firm's knowledge and experience in provider network development, provider discounts, stop loss, claims utilization, and pharmacy utilization review, RFP preparation etc. Outline your ability to provide expertise and experience in the areas of medical plan analysis and design. Explain in detail the types of analysis you have conducted relative to benefits analysis and design for a health plan with at least 1,000 employees.

Our firm has performed negotiations on behalf of many clients. These negotiations have involved physician practices as well as hospital agreements. An example includes The City of Fort Lauderdale and the discount improvement with Holy Cross and the Dimension network. Other analyses performed for the City of Fort Lauderdale include network analysis effectiveness between AvMed, NBHD and ppoNEXT. Our analysis of pharmacy utilization also produced significant changes in the pharmacy benefit program for the City of Fort Lauderdale that also mitigated double digit pharmacy trends.

When plan experience and utilization of its self-funded health plan made it necessary, we assisted the City of Miramar with the implementation of a fully-insured plan.

Mr. Rhodes's experience in the South Florida health insurance market includes detailed knowledge of provider discounts and methodology. When warranted we have negotiated independent agreements that achieve deeper discounts. In the case of the City of Fort Lauderdale's self funded plan we were instrumental in establishing an improved discount arrangement with Holy Cross and Broward General in 2003.

In reference to the detailed comparison of network discounts among health insurance companies in the South Florida market we understand the complexity and highly confidential

The Rhodes Insurance Group



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and sensitive nature of the contracts between the providers and the health insurance companies. This becomes particularly more difficult to measure in the public sector. We have been able to establish a process which not only satisfies the insurance companies need for confidentiality as well as the City's need to follow public purchasing guidelines and State Statutes. This process was used in the City of Fort Lauderdale's last Health Plan TPA RFP that resulted in the selection of Cigna.

In reference to our experience with stop loss (reinsurance) we have assisted in ?? reinsurance RFP processes since 2003 conducted by the City of Fort Lauderdale. In addition we have also conducted successful RFP processes for Broward College, City of Miramar and the City of Dania Beach. We have attached a sample of the analysis prepared for the City of Fort Lauderdale last year that resulted in the selection of Cigna as the specific stop loss carrier.

- 8. Provide a recent client example and costs associated with it of the selection and implementation of a third party claims administrator for a health plan with at least 1,000 participants that was managed by your company.**

When assisting a client with the selection of a third party claims administrator, there are several factors we consider, including the length of time the company has been providing the service, the effectiveness of available networks, reinsurance relationships, the quality of their work, financial stability and the overall satisfaction of their clients.

One recent example of the selection and implementation of a third party administrator would be the City of Fort Lauderdale's RFP that was conducted for an effective date of January 1, 2012. An example of the analysis we completed is attached to this proposal.

Because we provide services to the City based on an hourly fee, the cost for a project such as this is will depend on the number of hours required to prepare the necessary documents, gather the required underwriting information, review the responses and prepare a thorough analysis.

- 9. Describe in detail what expertise your firm offers the City in regard to Consumer Driven Healthcare Plan Models, Health and Wellness initiatives, and the Affordable Care Act.**

Our philosophy regarding employer wellness initiatives is that no single program fits every client based on differing needs, workplace culture and employee population. Given the variety of wellness programming initiatives that are available to promote a healthier workforce, The Rhodes Insurance Group does not offer a "turn-key" or "boiler plate" wellness program. Rather, we focus on the specific health factors, disease states and areas of interest that are relevant to a client's employee population when recommending wellness initiatives. This information is gathered from employee interest surveys, health plan experience and utilization, disease management enrollment and health risk assessment aggregate data (as available). We have discovered that employing both incentives and disincentives produce the best of desired outcomes for health population management,

In reference to the consumer driven health plan models, our firm has been presenting these

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design concepts to our clients since 2005. As we have seen, the public sector in South Florida has lagged behind the private sector in the implementation of these plans. As health care costs continue to rise at unsustainable rates, we are seeing a renewed interest in the consumer driven model in the public sector. New developments in allowable plan designs help to make these plans more attractive.

The Affordable Care Act (ACA) and its many rules and regulations will affect the provision of health care for years to come, with changes scheduled to become effective over the next few years. The Rhodes Insurance Group has participated in many educational seminars regarding the ACA and has conducted extensive research on portions of the law that affect our clients. We receive notices from several sources including the Department of Labor, the Internal Revenue Service, the Society for Human Resource Management and Thompson Publishing's HR Compliance Expert, which keep us well informed about the regulations and their implementation. In addition, Flo Cestaro, our VP of client services, has earned certification as a Patient Protection and Affordable Care Act Professional after completing coursework sponsored by the National Association of Health Underwriters.

10. In your opinion, what are the three major challenges public entities our size face and how will your firm help us meet these challenges?

We believe that the three major challenges public entities face in relation to the benefit plans they offer are rising health costs; population health engagement, education and management; and maintaining a competitive health plan considering the pressures of health care costs.

Rising Health Costs

There is no disputing that South Florida is one of the highest cost areas in the nation for health care. Some key reasons behind this are the increased negotiating power of hospitals and physicians, cost shifting within providers to make up for cutbacks in reimbursements for Medicare and Medicaid services, the large amount of unreimbursed care incurred by hospitals and providers, increasing patient demand for services as the population ages, increasing medical technology costs, and increasing price and utilization of prescription drugs. The fact that Florida is not expanding Medicaid coverage as part of the Health Care Reform process will only contribute to increasing costs in the commercial market.

These facts require that employers be diligent in maximizing the efficiencies of obtaining health care services. An example of this would be promoting the use of ambulatory radiologic services versus hospital-based radiologic services that can sometimes be double the cost; reducing unnecessary emergency utilization and encouraging urgent care center utilization is another example.

Population Health Engagement, Education and Management

The Rhodes Insurance Group is constantly looking for new and innovative ideas and tools to assist our clients and members in achieving better member participation in their health care. Based on industry feedback we feel that the combination of carrots and sticks, or incentives for good behavior and disincentives for bad behavior, work best in achieving a healthier population. Future plan design should take this into consideration.



City of Fort Lauderdale
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Maintaining a competitive health care plan considering the pressures of health care cost trends

One of the key objectives in an employer offering of health care benefits is the attraction and retention of high quality employees. Measuring and comparing benefits within the local market place is key to this objective. We assist the City in conducting these surveys as necessary. Providing these assessments for future planning purposes will also be key to maintaining benefit levels. Offering a wide variety of employee voluntary benefits not readily available in the individual market will also be key.

11. Please outline your ability and the resources (economic forecasting and data mining tools) available to establish trends and recommendations in our plan design.

The Rhodes Insurance Group will selectively conduct a benefit survey of other local entities as determined by City staff that includes the level of benefits provided and the cost and premiums associated with such benefits. We will also survey local insurers regarding plan trends. In addition to these sources, we also have access to data mining tools such as Verisk Health, an analytical software company capable of identifying data driven solutions.

12. Rate Quotes – What is the general process used to collect initial rate quotes and negotiate these quotes? What client-specific, proprietary, and public data sources do you use in these negotiations?

Our first step in the general process of collecting initial rate quotes is the collection of all data related to the risk and the underwriting of the risk. This data would generally include up-to-date census data, experience detail and benefit detail as well as feedback from the client as to the satisfaction level of the incumbent carrier. In reference to public data, we rely on trend surveys of the local market place that we obtain both internally and externally. We also collect historical data that would be helpful in the negotiation process. It is with all of this information and our knowledge of the market that we are able to negotiate the best possible options for our clients.

13. The emerging frontier in cost management is to improve the health of the population through wellness programs. What opportunity does this present to the City and what experience have you had in facilitating such a program?

The Rhodes Insurance Group recognizes the value of employee wellness programs as an important component of cost containment strategies. Recent research published by Harvard University revealed an average return on investment of \$3 for every \$1 spent, making wellness an unmistakable opportunity for not only improving the health of the City's employee population but also managing rising health care costs. We are committed to helping our clients find creative and innovative ways to engage employees in their health and well-being. Our philosophy is that no one health management program fits every client; therefore, we work on our clients' behalf to bring in the services that best meet the needs of both the employees and the client.



City of Fort Lauderdale
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Employee Benefits Consultant

As the incumbent, The Rhodes Insurance Group has assisted the City in the design and implementation of a number of wellness and health improvement initiatives. Beginning in 2002, Mr. Rhodes was instrumental in facilitating and further developing the North Broward Hospital District and Intervent wellness program. At a time when wellness was not recognized for its value and necessity, the partnership between our firm and the City furthered the implementation of a progressive approach to health management and improvement. Since that time, we have maintained our involvement in the evaluation, selection and implementation of wellness programs and initiatives. Examples of the assistance we have provided includes

- Assist in the implementation and maintenance of the City's wellness initiatives, including those programs that have been offered through North Broward Hospital District, Intervent, Nationwide Better Health, Healthways and Cigna.
- Facilitated coordination between third-party wellness vendors such as the Florida Heart Institute and the health plan administrator to further collaboration and effectiveness of programs
- Participated in the evaluation and review of RFPs for stand-alone wellness programs as well as assistance with implementation of selected programs
- Coordinated biometric screening events, including solicitation and review of proposals, multi-location scheduling and vendor coordination
- Participated in preparing the RFP specifications and the solicitation, evaluation and implementation of the City's first employer-based health clinic

If selected to continue working as the City's consultant, we affirm our commitment to health improvement programs and will strive to work collaboratively to identify new and innovative approaches to reach all groups within the City's employee population and affect positive, long-lasting change.

14. Describe any other facets of your organization and your firm's experience that are relevant to this proposal and the City of Fort Lauderdale which have not been previously described and that you feel warrant consideration.

Our ability to be respond quickly to questions and requests for information and our availability to attend meetings as necessary without advance notification are attributes not available from larger firms. Our institutional knowledge of the City, the benefits, employees and history places us in a unique position to meets the needs of the City for an outside consultant.



**City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant**

Subcontractors

Dr. Jason Melachrino, Pharmacy Consultant, and Ron Weintraub, Senior Benefits Consultant, assist our clients as necessary and appropriate.

When requested, Dr. Melachrino will perform a formulary review and assist with the resolution of pharmacy benefit issues. He can also provide educational information. Mr. Weintraub, Senior Benefits Consultant, is available for research, advice and assistance with benefit issues.



**City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant**

**Jason M. Melachrino, PharmD, MBA
Consultant Pharmacist**

Jason M. Melachrino joined The Rhodes Insurance Group in December, 2006, and brings a wide spectrum of pharmaceutical expertise to the company. Dr. Melachrino, a clinical assistant professor for the University of Florida Pharmacy School, earned his Bachelor in Chemistry from the University of South Florida, and his Doctorate in Pharmacy and Master in Business Administration from Nova Southeastern University. He holds active Pharmacist and Consultant Pharmacist licenses for the State of Florida and has several publications printed and research posters presented.

- December 2006** **THE RHODES INSURANCE GROUP** – Consulting services relating to pharmaceutical issues which directly impact employee health care benefits.
- July 2006-
Present** **MELACHRINO CONSULTING** – Provide consultant services to individuals concentrating on senior care issues. Provide professional advisory services to companies requiring clinical and regulatory expertise as it pertains to the pharmaceutical industry.
- April 2005-
Present** **OMNICARE** – Provide Medication Regimen Review for institutionalized residents of nursing and assisted living facilities. Provide regulatory and educational services for those institutions.
- August 2004-
Present** **COMPOUNDING DOCS PHARMACY** - Oversee the production and dispensing of Bio-identical Hormone Replacement Therapy products and other compounded products and provide patient counseling.
- October 2004-
April 2005** **KINDRED PHARMACY SERVICES** – Provided pharmaceutical services to institutionalized populations.
- January 2001-
May 2004** **NSU PHARMACY DEVELOPMENT DEPARTMENT** – Research associate involved with Career Expo, Continued Education, Alumni Association and post baccalaureate student program.
- June 1998-
May 2000** **USF ALZHEIMER'S RESEARCH LABORATORY** – Involved with image analysis, data manipulation, in vivo/vitro testing and the gathering of information for utilization in publications. Published two medical journal articles.

The Rhodes Insurance Group



**City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant**

**Ron Weintraub
Senior Benefits Consultant**

Ron Weintraub joined The Rhodes Insurance Group as a Senior Benefits Consultant in 2009. Prior to that he served as Benefits Director for the School Board of Broward County, Florida for fourteen years. The School Board is the sixth largest school district in the country and the largest employer in Broward County. Ron was responsible for all aspects of employee benefits. He is widely respected for his dedication to service, innovative approach, and creativity. The School District's wellness program, which he established and for which he was responsible, was highlighted on ABC Evening News.

Ron, a graduate of the University of Florida, is the past Vice-Chair of the Florida Health Care Coalition, served on The Independent Benefits Council, and participated on numerous panels and boards. He is currently Vice-Chair of the Broward County Educational Facilities Authority.

The Rhodes Insurance Group



City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant

FLORIDA DEPARTMENT OF INSURANCE

LLOYD FRANCIS RHODES

License Number

IS LICENSED TO TRANSACT THE
FOLLOWING CLASSES OF INSURANCE:

Health
Life & Health



This licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.

FLORIDA DEPARTMENT OF INSURANCE

FLORENCE CESTARO

License Number D041172

IS LICENSED TO TRANSACT THE
FOLLOWING CLASSES OF INSURANCE:

Health
Life incl Variable Annuity



This licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.

TOM GALLAGHER
Chief Financial Officer
State of Florida

REBECCA LYN PARNELL

License Number P071169

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE

Life, Health & Var Annuity 11/13/2006



RESIDENT
LICENSE

The Rhodes Insurance Group



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

LINDA S GALLA

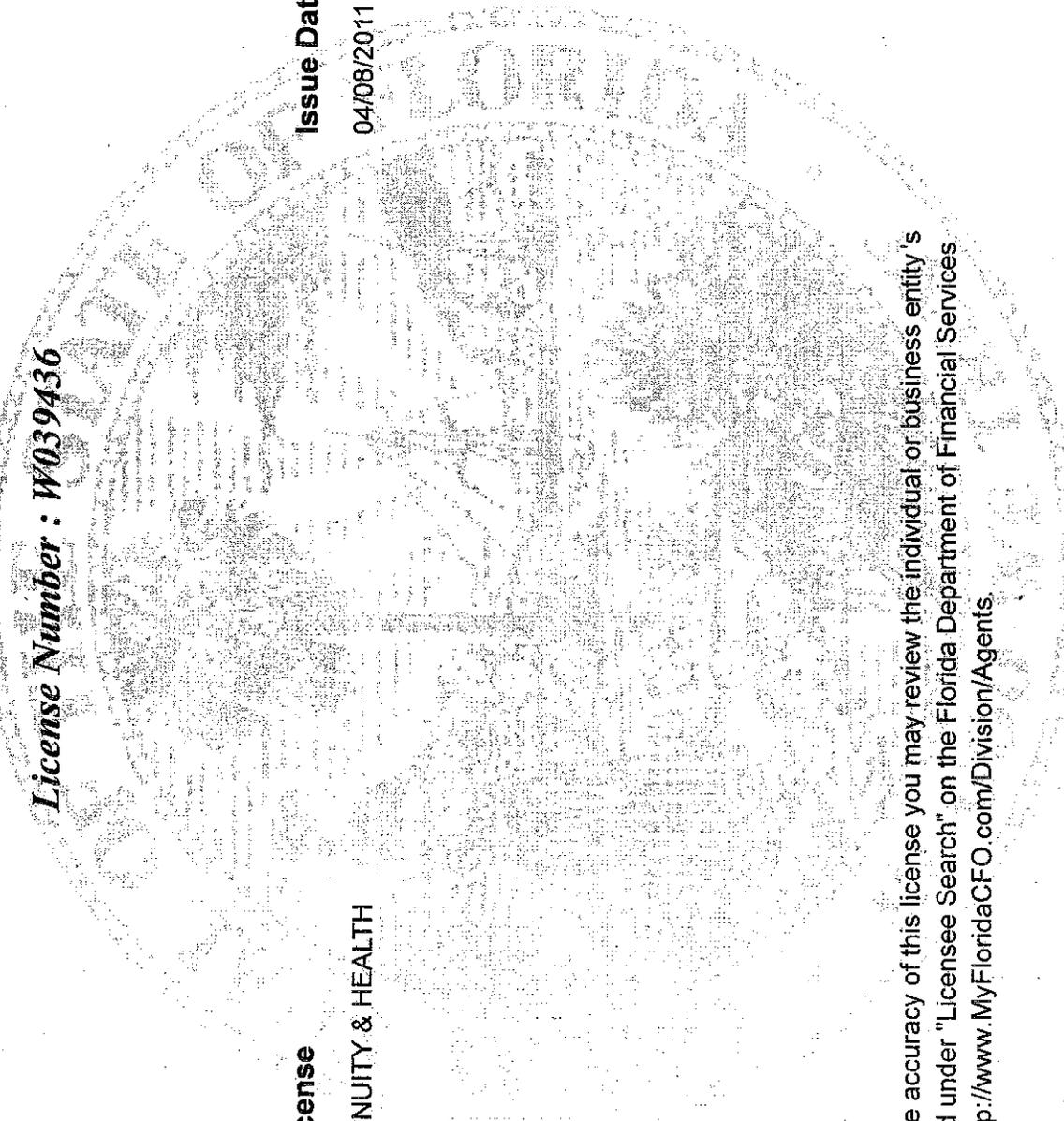
License Number : W039436

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

04/08/2011



Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>

Jeff Atwater
Chief Financial Officer
State of Florida

License Verification

Data As Of **8/1/2013****JASON M MELACHRINO**LICENSE NUMBER: **PS39412**

Profession

PHARMACIST

License/Activity Status

CLEAR/ACTIVE

License Expiration Date

9/30/2013

License Original Issue Date

10/14/2004

Discipline on File

NO

Public Complaint

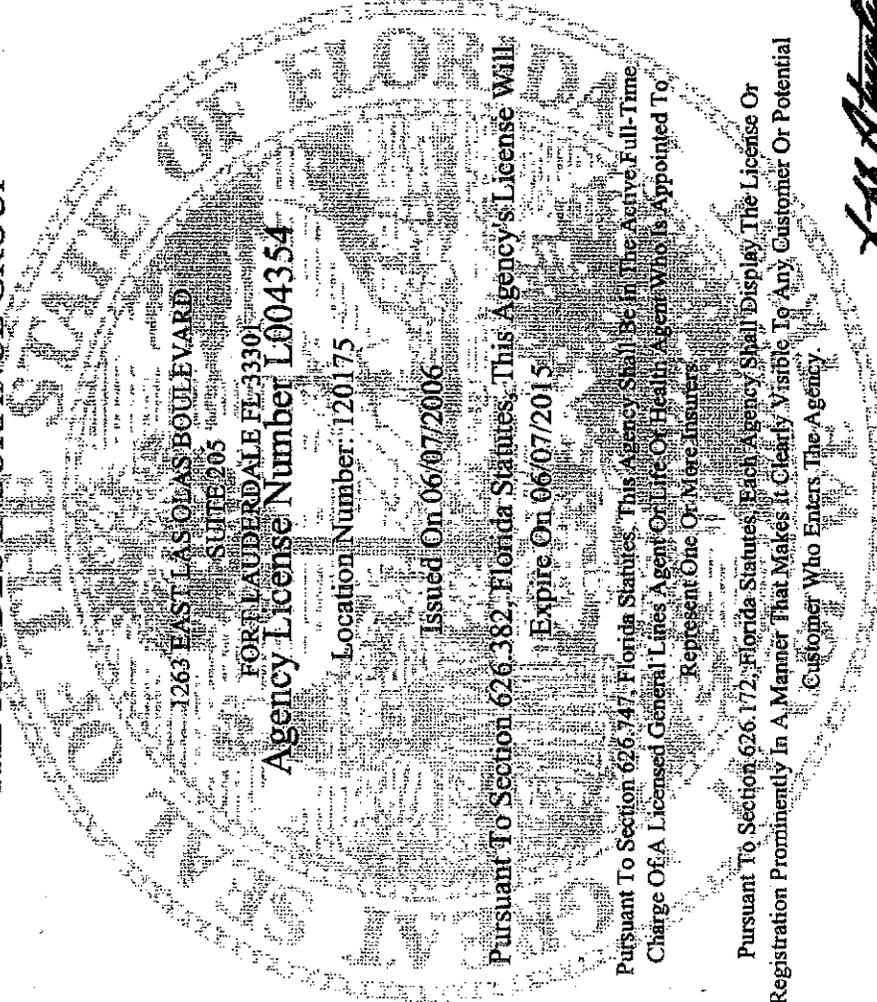
NO

Address of Record831 SW 16TH CT
FORT LAUDERDALE, FL 33315
UNITED STATES

The information on this page is a secure, primary source for license verification provided by The Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

FLORIDA DEPARTMENT of FINANCIAL SERVICES

THE RHODES INSURANCE GROUP



1263 EAST LAS OLAS BOULEVARD
SUITE 205
FORT LAUDERDALE FL 33301
Agency License Number L004354

Location Number: 120175

Issued On 06/07/2006

Expire On 06/07/2015

Pursuant To Section 626.382, Florida Statutes, This Agency's License Will

Be In The Active Full-Time Charge Of A Licensed General Lines Agent Or Life Or Health Agent Who Is Appointed To Represent One Or More Insurers

Pursuant To Section 626.172, Florida Statutes, Each Agency Shall Display The License Or Registration Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency.

Jeff Atwater
Chief Financial Officer
State of Florida



CITY OF FORT LAUDERDALE
2013-2014 BUSINESS TAX RENEWAL NOTICE

BUSINESS TAX DIVISION
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
(954)828-5195

Venice of America

Business ID: 9040424 Business Name: RHODES INSURANCE GROUP THE
Business Address: 1263 E LAS OLAS BLVD # 205
Tax Category: INSURANCE Tax#: 553222 Fee: 157.50

RHODES INSURANCE GROUP THE
LLOYD F RHODES
1263 E LAS OLAS BLVD # 205
FORT LAUDERDALE, FL 33301

0000157503900005532222

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

✕

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**City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant**

References

Broward College

Dr. Denese Edsall, Associate VP, Human Resources
6400 NW 6th Way
Fort Lauderdale, FL 33309
Telephone: 954-201-7502

The Rhodes Insurance Group has provided services to Broward College since 1989. We do not track the number of hours of service we provide the College, nor do we bill for the services. Based on our contract with the College, we receive remuneration through different methods clearly defined and disclosed in the agreement

Miami Dade College

Ms. Iliana Castillo-Frick, Vice Provost, Human Resources
11011 SW 104th Street
Miami, FL 33176-3393
Telephone: 305-237-0734

Miami Dade College (MDC) has been our client since 1993. We do not track the number of hours of service we provide to MDC but perform routine as well as non routine services. We are compensated with a monthly retainer. We bill the College additional amounts for RFP projects as defined in the agreement.

City of Lauderhill

Ms. Revlon Fennell, HR Director & Risk Manager
5581 W. Oakland Park Boulevard
Lauderhill, FL 33313
Telephone: 954-730-3093

The Rhodes Insurance Group was selected as Lauderhill's consultant of record in 1988. Hours of services for the City are not tracked, and remuneration is based on fully disclosed commissions paid directly by the City's selected insurers.

City of Fort Lauderdale

Ms. Averill Dorsett
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: 954-828-5307

The Rhodes Insurance Group



**City of Fort Lauderdale
RFP # 735-11256
Employee Benefits Consultant**

City of Fort Lauderdale Benefit Associated References

Ms. Alison Pool, ASA, MAAA, Senior Consulting Actuary
Wakely Consulting Group, Inc.
19321 US Highway 19N, Suite 515
Clearwater, FL 33764
Telephone: 727-507-9858

Mr. Jerry Ford
Marathon Health
20 Winooski Falls, Suite 400
Winooski, VT 05404
Telephone: 802-857-0456

The Rhodes Insurance Group



City of Fort Lauderdale
RFP # 105-10461 Group Dental Plans
DBMO Copy Comparison

CDT Code	Procedure Description	Safeguard Current SGX-185A	Aetna Plan 55	Asasant Plan 55	BCBS P5220	CIGNA F1-Y7	Florida Dental Benefits	Guardian 30M	Humana HS195	Humana HS195 with implants	Solstice S500A	United S200
	Are Referrals Required?	Yes	Yes	No	Yes	Yes	Yes	Yes	No	No	25% discount if no referral obtained	25% discount if no referral obtained
	Office Visit Copy In Addition to Copy for Specific Service	\$5	\$5	\$10	\$5	\$5	\$0	\$5	\$0	\$0	\$0	\$0
	Are Specialist Services Provided for Copy?	Yes	Yes	Separate copayment schedule applies	Yes	Yes	Yes	Yes	Yes	Yes	Yes, if authorization obtained	Yes, if authorization obtained
	Are Lab & Metal Charges Included In Copays?	No	Yes	No	No	Yes	No	Additional charges for high noble metal only	No	No	No	No
	Are procedures not covered provided at a discount from the dentist's usual rates? If so, what is that discount?	25% discount	No discount	25% discount	25% discount	No discount	25% discount	No discount	25% discount	25% discount	25% discount	25% discount
D9310	Diagnosis/Preventive Consultation (normally not the same dentist who provides the treatment)	\$0	\$0	\$60	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$25
D9430	Office Visit for Observation - No Other Services Performed	\$0	not covered	25% discount	\$5	\$0	\$5	\$0	\$0	\$0	\$0	\$0
D9450	Case Presentation, Detailed and Extensive Treatment Planning	\$0	not covered	25% discount	\$0	\$0	\$0	\$0	\$0	\$0	25% discount	25% discount
D0120	Periodic Oral Evaluation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D0140	Limited Oral Evaluation - Problem Focused	\$0	\$0	\$70	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D0145	Oral Evaluation for Patient Under 3 Years	\$0	\$0	25% discount	\$0	\$0	\$0	\$0	\$0	\$0	\$0	25% discount
D0150	Comprehensive Oral Evaluation - New or Established Patient	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D0160	Limited/Comprehensive/Detailed and Extensive Oral evaluation	\$0	\$0	\$15	\$0	not covered	\$0	\$0	\$0	\$0	\$0	\$0
D0170	Re-evaluation - Problem Focused (Not Post-Operative Visit)	\$0	\$0	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D0210	X-Rays - Complete Series (including bitewings)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D0220	X-Rays Intraoral Periapical, First Film	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4	\$4
D0230	X-Rays Intraoral Periapical, Each Additional Film	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2	\$2
D0240	X-Rays Intraoral - Occlusal Film	\$0	\$0	25% discount	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D0250	X-Rays Extraoral - First Film	\$0	\$0	25% discount	not covered	not covered	\$0	\$0	\$0	\$0	\$0	\$0
D0260	X-Rays Extraoral - Each Additional Film	\$0	\$0	25% discount	not covered	not covered	\$0	\$0	\$0	\$0	\$0	\$0
D0270	X-Rays (Bitewing) - Single Film	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D0272	X-Rays (Bitewings) - Two Films	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D0273	X-Rays (Bitewings) - Three Films	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D0274	X-Rays (Bitewings) - Four Films	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D0277	X-Rays (Bitewings, Vertical) - 7 to 8 Films	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27	\$20
D0280	Posterior-anterior of lateral skull and facial film	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	\$150
D0310	Stadiography	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	\$150
D0320	TMA, including injection	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	\$150
D0321	Other TMA films	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	\$150
D0322	Tomographic survey	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	\$150
D0330	X-Rays (Panoramic Film)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45	\$35
D0340	Cephalometric film, non-orthodontic	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	\$75
D0350	X-Rays Oral/Facial Photographic Images	\$0	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	\$20
D0415	Collet Microorganisms Cult & Sens	\$0	not covered	\$0	\$0	not covered	25% discount	not covered	\$0	\$0	\$0	\$0
D0425	Caries Susceptibility Tests	\$0	not covered	\$0	\$0	not covered	25% discount	not covered	\$0	\$0	\$0	\$0
D0431	Oral Cancer Screening using a Special Light Source	\$50	not covered	25% discount	25% discount	\$50	25% discount	not covered	\$50	\$50	\$65	25% discount
D0450	Pulp Vitality Tests	\$0	\$0	\$0	\$0	\$11	\$0	\$0	\$0	\$0	\$0	\$0
D0470	Diagnostic Casts	\$0	\$0	25% discount	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D0472	Pathology Report - Gross Examination of Lesion	\$0	\$0	25% discount	25% discount	not covered	25% discount	not covered	\$0	\$0	\$0	25% discount
D0473	Pathology Report - Microscopic Examination of Lesion	\$0	\$0	25% discount	25% discount	\$0	25% discount	not covered	\$0	\$0	\$0	25% discount
D0474	Pathology Report - Microscopic Examination of Lesion and Area	\$0	\$0	25% discount	25% discount	\$0	25% discount	not covered	\$0	\$0	\$0	25% discount
D0486	Accession of brush biopsy sample	\$0	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	\$0
D1110	Cleaning - Adult	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D1120	(Additional Cleaning, In Addition to the One Allowed Every 6 Months)	\$35	not covered	25% discount	\$20	\$45	\$75	not covered	\$35	\$35	\$15	\$15
	Cleaning - Child	\$0	\$0	\$0	\$0	\$0	\$0	not covered	\$0	\$0	\$0	\$0
	(Additional Cleaning, In Addition to the One Allowed Every 6 Months)	\$25	not covered	25% discount	\$20	\$30	25% discount	not covered	\$25	\$25	\$15	\$15
D1203	Topical Fluoride Application - Child	\$0	\$0	\$0	\$0	\$0	\$0	not covered	\$0	\$0	\$0	\$0

City of Fort Lauderdale
 RFP # 105-10461 Group Dental Plans
 DHMO Copy Comparison

CDT Code	Procedure Description	Safeguard Current SGC-185A	Aetna Plan 55	Assurant Plus Plan	BCBS PSS20	CIGNA FL-17	Florida Dental Benefits	Guardian 30M	Humana HS195	Humana HS 195 with implants	Solstice S800A	United S200
D1204	Topical Fluoride - Adult	\$0	not covered	25% discount	25% discount	not covered	25% discount	\$0	\$0	\$0	\$10	\$5
D1205	Topical Fluoride - Child (16-18)	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D1206	Topical Fluoride Varnish (for child < 16)	\$0	not covered	25% discount	25% discount	\$0	25% discount	\$0	\$0	\$0	\$10	\$5
D1310	Nutritional Counseling	\$0	not covered	\$0	25% discount	not covered	25% discount	\$0	\$0	\$0	\$0	\$0
D1320	Oral Hygiene Instructions	\$0	not covered	25% discount	25% discount	not covered	25% discount	\$0	\$0	\$0	\$0	\$0
D1330	Sealant - Per Tooth	\$0	\$0	\$10	\$10	\$0	\$10	\$10	\$10	\$0	\$0	\$0
D1510	Space Maintainer - Fixed Unilateral	\$25	\$0	\$60	\$45	\$0	\$55	\$50	\$25	\$25	\$0	\$0
D1515	Space Maintainer - Fixed Bilateral	\$25	\$0	\$60	\$45	\$0	\$55	\$50	\$25	\$25	\$0	\$0
D1520	Space Maintainer - Removable Unilateral	\$35	\$0	\$85	\$65	not covered	\$55	not covered	\$35	\$35	\$0	\$0
D1525	Space Maintainer - Removable Bilateral	\$35	\$0	\$105	\$85	not covered	\$55	not covered	\$35	\$35	\$0	\$0
D1550	Recommendation of Space Maintainer	\$5	\$0	\$15	\$10	not covered	\$15	\$10	\$15	\$15	\$10	\$10
D1555	Removal of fixed space maintainer	\$5	\$0	25% discount	25% discount	\$0	25% discount	not covered	\$15	\$15	\$10	25% discount
Restorative (Fillings)												
D2140	Amalgam - One Surface, Primary or Permanent	\$0	\$0	\$10	\$0	\$0	\$0	\$10	\$0	\$0	\$0	\$0
D2150	Amalgam - Two Surfaces, Primary or Permanent	\$0	\$0	\$15	\$0	\$0	\$0	\$15	\$0	\$0	\$0	\$0
D2160	Amalgam - Three Surfaces, Primary or Permanent	\$0	\$0	\$35	\$0	\$0	\$0	\$35	\$0	\$0	\$0	\$0
D2161	Amalgam - Four or More Surfaces, Primary or Permanent	\$0	\$0	\$45	\$0	\$0	\$0	\$45	\$0	\$0	\$0	\$0
D2330	Resin-Based Composite - One Surface, Anterior	\$0	\$0	\$35	\$35	\$0	\$40	\$20	\$0	\$0	\$25	\$20
D2331	Resin-Based Composite - Two Surfaces, Anterior	\$0	\$0	\$45	\$40	\$0	\$45	\$30	\$0	\$0	\$25	\$32
D2332	Resin-Based Composite - Three Surfaces, Anterior	\$0	\$0	\$55	\$50	\$0	\$55	\$35	\$0	\$0	\$45	\$40
D2335	Resin-Based Composite - Four or More Surfaces or Involving Incisal Angle (Anterior)	\$0	\$0	\$65	25% discount	\$80	25% discount	\$40	\$0	\$0	\$75	\$70
D2390	Resin-Based Composite Crown, Anterior	\$30	\$40	25% discount	25% discount	\$55	25% discount	\$35	\$30	\$30	\$105	\$100
D2391	Resin-Based Composite - One Surface, Posterior	\$30	\$0	\$60	\$60	\$42	\$70	\$30	\$30	\$30	\$55	\$45
D2392	Resin-Based Composite - Two Surfaces, Posterior	\$45	\$0	\$70	\$80	\$53	\$90	\$35	\$45	\$45	\$70	\$65
D2393	Resin-Based Composite - Three Surfaces, Posterior	\$65	\$0	\$90	\$100	\$74	\$110	\$40	\$65	\$65	\$85	\$80
D2394	Resin-Based Composite - Four or More Surfaces, Posterior	\$65	\$0	\$110	\$120	\$100	\$130	\$40	\$65	\$65	\$105	\$95
D2410	Gold Inlay - 1 surface	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D2420	Gold Inlay - 2 surfaces	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D2430	Gold Inlay - 3 surfaces	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D2999	Sedative Base (under fillings), By Report	25% discount	not covered	25% discount	25% discount	not covered	25% discount	\$10	not covered	not covered	not covered	25% discount
Crown and Bridge												
D2510	Inlay - Metallic - One Surface	\$165	\$160	\$102	\$95	\$330	\$115	\$155	\$225	\$225	\$85	\$80
D2520	Inlay - Metallic - Two Surfaces	\$165	\$160	\$125	\$120	\$330	\$125	\$190	\$225	\$225	\$96	\$90
D2530	Inlay - Metallic - Three or More Surfaces	\$165	\$160	\$150	\$150	\$330	\$150	\$195	\$245	\$245	\$120	\$115
D2540	Inlay - Metallic - Two Surfaces	\$185	\$180	\$215	25% discount	\$380	25% discount	not covered	\$245	\$245	\$290	\$250
D2543	Inlay - Metallic - Three Surfaces	\$185	\$180	\$220	25% discount	\$380	25% discount	\$200	\$260	\$260	\$300	\$270
D2544	Inlay - Metallic - Four or More Surfaces	\$185	\$180	\$220	25% discount	\$380	25% discount	\$215	\$270	\$270	\$330	\$290
D2610	Inlay - Porcelain/Ceramic - One Surface	\$185	\$160	\$100	25% discount	not covered	25% discount	not covered	\$245	\$245	\$250	\$225
D2620	Inlay - Porcelain/Ceramic - Two Surfaces	\$185	\$160	\$120	25% discount	not covered	25% discount	not covered	\$245	\$245	\$270	\$250
D2630	Inlay - Porcelain/Ceramic - Three Surfaces	\$185	\$160	\$130	25% discount	not covered	25% discount	not covered	\$245	\$245	\$300	\$275
D2640	Inlay - Porcelain/Ceramic - Four or More Surfaces	\$185	\$160	\$140	25% discount	not covered	25% discount	not covered	\$245	\$245	\$330	\$310
D2643	Inlay - Porcelain/Ceramic - Three Surfaces	\$185	\$160	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$365	\$340
D2644	Inlay - Porcelain/Ceramic - Four or More Surfaces	\$185	\$160	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$375	\$350
D2650	Inlay - Resin Composite - One Surface	\$185	\$160	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$195	\$180
D2651	Inlay - Resin Composite - Two Surfaces	\$185	\$160	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$200	\$200
D2652	Inlay - Resin Composite - Three or More Surfaces	\$185	\$160	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$255	\$250
D2660	Onlay - Resin Composite - Two Surfaces	\$185	\$160	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$275	\$275
D2663	Onlay - Resin Composite - Three Surfaces	\$185	\$160	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$290	\$290
D2664	Onlay - Resin Composite - Four or More Surfaces	\$185	\$160	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$320	\$320
D2710	Crown - Resin-Based Composite, Indirect	\$185	\$185	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$195	\$195
D2712	Crown - 3/4 Resin-Based Composite, Indirect	\$185	\$142	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$245	\$245
D2720	Crown - Resin with High Noble Metal	\$185	\$185	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$240	\$195
D2721	Crown - Resin with Precious Base Metal	\$185	\$185	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$240	\$195
D2722	Crown - Resin with Noble Metal	\$185	\$185	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$240	\$195
D2740	Crown - Porcelain/Ceramic Substrate	\$225	\$195	\$310	\$300	\$495	\$310	\$300	\$245	\$245	\$240	\$195
D2750	Crown - Porcelain fused to High Noble Metal	\$185	\$185	\$285	\$280	\$370	\$310	\$255	\$245	\$245	\$240	\$195
D2751	Crown - Porcelain fused to Predominantly Base Metal	\$185	\$185	\$265	\$260	\$325	\$310	\$255	\$245	\$245	\$240	\$195
D2752	Crown - Porcelain fused to Noble Metal	\$185	\$185	\$265	\$260	\$345	\$310	\$255	\$245	\$245	\$240	\$195
D2780	Crown - 3/4 Cast High Noble Metal	\$185	\$178	25% discount	25% discount	\$375	25% discount	\$245	\$245	\$245	\$240	\$195
D2781	Crown - 3/4 Cast Predominantly Base Metal	\$185	\$178	25% discount	25% discount	\$325	25% discount	\$245	\$245	\$245	\$240	\$195
D2782	Crown - 3/4 Cast Noble Metal	\$185	\$178	25% discount	25% discount	\$345	25% discount	\$245	\$245	\$245	\$240	\$195
D2783	Crown - 3/4 Porcelain/Ceramic	\$185	\$178	25% discount	25% discount	not covered	25% discount	\$245	\$245	\$245	\$240	\$195

City of Fort Lauderdale
 RFP #105-10461 Group Dental Plans
 BIRMO Copy Comparison

CDT Code	Procedure Description	Safeguard Current SGL-188A	Actua Plan 55	Assurant Plus Plan	BCBS F520	CIGNA F1-V7	Florida Dental Benefits	Guardian 30M	Humana HS195	Humana HS195 with implants	Solstice S500A	United S200
D2790	Crown - Full Cast High Noble Metal	\$185	\$185	\$265	\$280	\$370	\$310	\$235	\$245	\$245	\$240	\$195
D2791	Crown - Full Cast Predominantly Base Metal	\$185	\$185	\$265	\$280	\$325	\$310	\$235	\$245	\$245	\$240	\$195
D2792	Crown - Full Cast Noble Metal	\$185	\$185	\$265	\$280	\$345	\$310	\$235	\$245	\$245	\$240	\$195
D2794	Crown - Titanium	\$185	\$185	25% discount	25% discount	\$370	25% discount	not covered	\$0	\$0	25% discount	25% discount
D2798	Provisional Crown	\$0	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$0	\$0	\$125	\$125
D2910	Recurrent Caries, Ology or Veneer	\$0	\$5	\$15	\$15	\$10	\$20	\$5	\$0	\$0	\$10	\$10
D2913	Recurrent Caries on Prefabricated Post and Core	\$0	\$3	25% discount	25% discount	\$10	25% discount	\$5	\$0	\$0	\$10	25% discount
D2920	Recurrent Crown	\$0	\$5	\$15	\$15	\$10	\$20	\$5	\$0	\$0	\$10	\$10
D2930	Prefabricated Stainless Steel Crown - Primary Tooth	\$25	\$0	\$80	\$75	\$10	\$90	\$20	\$25	\$25	\$40	\$35
D2931	Prefabricated Stainless Steel Crown - Permanent Tooth	\$25	\$40	25% discount	25% discount	\$10	25% discount	\$20	\$25	\$25	\$40	\$40
D2932	Prefabricated Resin Crown	\$35	not covered	25% discount	25% discount	\$98	25% discount	\$55	\$45	\$45	\$92	\$90
D2933	Prefabricated Stainless Steel Crown with Resin Window	\$35	not covered	25% discount	25% discount	\$105	25% discount	\$20	\$45	\$45	\$140	\$135
D2934	Prefabricated Esthetic Coated Stainless Steel Crown - Primary Tooth	25% discount	\$0	25% discount	25% discount	\$105	25% discount	\$20	25% discount	25% discount	25% discount	25% discount
D2940	Stetative Filling	\$0	\$0	\$15	\$15	\$11	25% discount	\$10	\$0	\$0	\$10	\$5
D2950	Comp Building, Including Any Post	\$50	\$30	\$75	\$45	\$88	\$50	\$50	\$70	\$70	\$40	\$35
D2951	Pin Retention - Per Tooth, In Addition to Restoration	\$10	\$6	\$15	\$15	\$16	\$20	\$0	\$10	\$10	\$12	\$10
D2952	Cast Post and Core, In Addition to Crown	\$50	\$50	\$90	\$70	\$125	\$100	\$75	\$50	\$50	\$85	\$80
D2953	Each Additional Cast Post - Same Tooth	\$50	not covered	25% discount	\$90	not covered	25% discount	\$0	\$50	\$50	\$95	\$95
D2954	Prefabricated Post and Core In Addition to Crown	\$30	not covered	\$80	\$80	\$105	\$100	\$60	\$30	\$30	\$75	\$75
D2955	Post Removal	\$10	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$10	\$10	\$25	\$20
D2957	Each Acid Prefabricated Post - Same Tooth	\$30	not covered	25% discount	25% discount	not covered	25% discount	\$0	\$50	\$50	\$30	\$30
D2960	Labial Veneer (Resin Laminates) - Chairside	\$250	not covered	25% discount	25% discount	\$95	25% discount	\$105	\$250	\$250	\$200	\$200
D2961	Labial Veneer (Resin Laminates) - Lab	\$300	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$500	\$500	\$225	\$225
D2962	Labial veneer (porcelain laminate) - lab	\$350	not covered	\$315	\$280	not covered	25% discount	not covered	\$350	\$350	\$350	\$350
D2970	Temporary Crown (Fractured Tooth) - Palliative Treatment Only	\$0	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$0	\$0	\$75	\$75
D2971	Additional Procedures - New Crown Under Partial Crown repair, by request	\$50	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$50	\$50	25% discount	25% discount
D2980	Crown repair, by request	\$0	not covered	\$25	25% discount	not covered	25% discount	not covered	\$0	\$0	\$95	\$95
D6053	Implant/Abutment Supported Removable Denture for Completely Edentulous Arch	25% discount	\$250	25% discount	25% discount	not covered	25% discount	not covered	25% discount	Implants and supported prostheses are covered at a 50 percent copayment. Humana's proposed plan has an annual maximum benefit of \$1,500 and an annual lifetime benefit of \$10,000.	25% discount	25% discount
D6054	Implant/Abutment Supported Removable Denture for Partially Edentulous Arch	25% discount	\$250	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6058	Abutment Supported Porcelain/Ceramic Crown	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6059	Abutment Supported Porcelain Fused to Metal Crown (High Noble Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6060	Abutment Supported Porcelain Fused to Metal Crown (Predominantly Base Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6061	Abutment Supported Porcelain Fused to Metal Crown (Noble Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6062	Abutment Supported Cast Metal Crown (High Noble Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6063	Abutment Supported Cast Metal Crown (Predominantly Base Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6064	Abutment Supported Cast Metal Crown (Noble Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6065	Implant Supported Porcelain/Ceramic Crown	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6066	Implant Supported Porcelain Fused to Metal Crown (Titanium, Titanium Alloy or High Noble Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6067	Implant Supported Metal Crown (Titanium, Titanium Alloy or High Noble Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6068	Abutment Supported Retainer for Porcelain/Ceramic FPD	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6069	Abutment Supported Retainer for Porcelain Fused to Metal FPD (High Noble Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6070	Abutment Supported Retainer for Porcelain Fused to Metal FPD (Predominantly Base Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6071	Abutment Supported Retainer for Porcelain Fused to Metal FPD (Noble Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6072	Abutment Supported Retainer for Cast Metal FPD (High Noble Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6073	Abutment Supported Retainer for Cast Metal FPD (Predominantly Base Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6074	Abutment Supported Retainer for Cast Metal FPD (Noble Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6075	Implant Supported Retainer for Ceramic FPD	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount

City of Fort Lauderdale
 RFP # 105-10461 Group Dental Plans
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CDT Code	Procedure Description	Safeguard Current SGX-185A	Aetna Plan 55	Assurant Plus Plan	BCBS FS220	CIGNA FI-V7	Florida Dental Benefits	Guardian 30M	Humana HSI95	Humana HS 195 with implants	Solstice S500A	United S200
D6076	Implant Supported Retainer for Porcelain Fused to Metal FPD (Titanium, Titanium Alloy or High Noble Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount		25% discount	25% discount
D6077	Implant Supported Retainer for Cast Metal FPD (Titanium, Titanium Alloy or High Noble Metal)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount		25% discount	25% discount
D6078	Implant/Abutment Supported Fixed Denture for Completely Edentulous Arch	25% discount	\$230	25% discount	25% discount	not covered	25% discount	not covered	25% discount		25% discount	25% discount
D6079	Implant/Abutment Supported Fixed Denture for Partially Edentulous Arch	25% discount	\$230	25% discount	25% discount	not covered	25% discount	not covered	25% discount		25% discount	25% discount
D6084	Abutment Supported Crown (Titanium)	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount		25% discount	25% discount
D6194	Abutment Supported Retainer Crown for FPD	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount		25% discount	25% discount
D6205	Pontic - Indirect Resin Based Composite	25% discount	\$185	25% discount	25% discount	not covered	25% discount	not covered	25% discount		25% discount	25% discount
D6210	Pontic - Cast High Noble Metal	25% discount	\$185	\$265	\$280	\$270	\$310	\$235	\$245	\$245	\$270	\$195
D6211	Pontic - Cast Predominantly Base Metal	25% discount	\$185	\$265	\$280	\$270	\$310	\$235	\$245	\$245	\$270	\$195
D6212	Pontic - Cast Noble Metal	25% discount	\$185	\$265	\$280	\$270	\$310	\$235	\$245	\$245	\$270	\$195
D6214	Pontic - Porcelain Fused to High Noble Metal	25% discount	\$185	25% discount	25% discount	\$370	25% discount	\$235	\$245	\$245	25% discount	25% discount
D6240	Pontic - Porcelain Fused to Predominantly Base Metal	25% discount	\$185	\$265	\$280	\$270	\$310	\$235	\$245	\$245	\$270	\$195
D6241	Pontic - Porcelain Fused to Noble Metal	25% discount	\$185	\$265	\$280	\$270	\$310	\$235	\$245	\$245	\$270	\$195
D6242	Pontic - Porcelain Fused to Noble Metal	\$185	\$185	\$265	\$280	\$270	\$310	\$235	\$245	\$245	\$270	\$195
D6243	Pontic - Porcelain/Ceramic	\$205	\$185	25% discount	25% discount	\$560	25% discount	not covered	\$245	\$245	\$300	\$295
D6245	Pontic Resin with High Noble Metal	\$185	\$185	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$300	\$295
D6250	Pontic Resin with Predominantly Base Metal	\$185	\$185	\$265	\$280	not covered	\$310	not covered	\$245	\$245	\$300	\$295
D6251	Pontic Resin with Noble Metal	\$185	\$185	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$300	\$295
D6252	Provisional Pontic	\$0	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$0	\$0	\$0	25% discount
D6545	Retainer, cast metal for resin bonded fixed prosthesis	\$190	\$160	\$140	25% discount	not covered	25% discount	not covered	\$150	\$150	\$180	\$180
D6548	Retainer, Porcelain/Ceramic for Resin-Bonded Fixed Prosthesis	25% discount	\$160	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	\$225	\$225
D6601	Inlay - Porcelain/Ceramic - Two Surfaces	\$185	\$160	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$240	25% discount
D6601	Inlay - Porcelain/Ceramic - Three or More Surfaces	\$185	\$160	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$240	25% discount
D6602	Inlay - Cast High Noble Metal, Two Surfaces	\$185	\$180	25% discount	25% discount	\$370	25% discount	\$190	\$245	\$245	\$240	25% discount
D6603	Inlay - Cast High Noble Metal, Three or More Surfaces	\$185	\$180	25% discount	25% discount	\$370	25% discount	\$195	\$245	\$245	\$240	25% discount
D6604	Inlay - Cast Predominantly Base Metal, Two Surfaces	\$185	\$160	25% discount	25% discount	\$325	25% discount	\$190	\$245	\$245	\$240	25% discount
D6605	Inlay - Cast Predominantly Base Metal, Three or More Surfaces	\$185	\$160	25% discount	25% discount	\$325	25% discount	\$195	\$245	\$245	\$240	25% discount
D6606	Inlay - Cast Noble Metal, Two Surfaces	\$185	\$180	25% discount	25% discount	\$345	25% discount	\$190	\$245	\$245	\$240	25% discount
D6607	Inlay - Cast Noble Metal, Three or More Surfaces	\$185	\$180	25% discount	25% discount	\$345	25% discount	\$195	\$245	\$245	\$240	25% discount
D6608	Inlay - Porcelain/Ceramic - Two Surfaces	\$185	\$160	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$240	25% discount
D6609	Inlay - Porcelain/Ceramic - Three or More Surfaces	\$185	\$160	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$240	25% discount
D6610	Inlay - Cast High Noble Metal, Two Surfaces	\$185	\$180	25% discount	25% discount	\$370	25% discount	\$190	\$245	\$245	\$240	25% discount
D6611	Inlay - Cast High Noble Metal, Three or More Surfaces	\$185	\$180	25% discount	25% discount	\$370	25% discount	\$195	\$245	\$245	\$240	25% discount
D6612	Inlay - Cast Predominantly Base Metal, Two Surfaces	\$185	\$160	25% discount	25% discount	\$325	25% discount	\$190	\$245	\$245	\$240	25% discount
D6613	Inlay - Cast Predominantly Base Metal, Three or More Surfaces	\$185	\$160	25% discount	25% discount	\$325	25% discount	\$195	\$245	\$245	\$240	25% discount
D6614	Inlay - Cast Noble Metal, Two Surfaces	\$185	\$180	25% discount	25% discount	\$345	25% discount	\$190	\$245	\$245	\$240	25% discount
D6615	Inlay - Cast Noble Metal, Three or More Surfaces	\$185	\$180	25% discount	25% discount	\$345	25% discount	\$195	\$245	\$245	\$240	25% discount
D6624	Inlay Titanium	25% discount	\$180	25% discount	25% discount	\$370	25% discount	\$190	25% discount	25% discount	\$240	25% discount
D6634	Inlay Titanium	25% discount	\$180	25% discount	25% discount	\$370	25% discount	\$195	25% discount	25% discount	\$240	25% discount
D6710	Crown - Indirect Resin Based Composite	\$185	\$185	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$240	25% discount
D6720	Crown Resin with High Noble Metal	\$185	\$185	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$240	25% discount
D6721	Crown Resin with Predominantly Base Metal	\$185	\$185	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$240	25% discount
D6722	Crown Resin with Noble Metal	\$185	\$185	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$240	25% discount
D6740	Crown - Porcelain/Ceramic	\$185	\$185	25% discount	25% discount	\$405	25% discount	not covered	\$245	\$245	\$240	25% discount
D6750	Crown - Porcelain Fused to High Noble Metal	\$185	\$185	\$265	\$280	\$270	\$310	\$255	\$245	\$245	\$240	25% discount
D6751	Crown - Porcelain Fused to Predominantly Base Metal	\$185	\$185	\$265	\$280	\$270	\$310	\$255	\$245	\$245	\$240	25% discount
D6752	Crown - Porcelain Fused to Noble Metal	\$185	\$185	\$265	\$280	\$270	\$310	\$255	\$245	\$245	\$240	25% discount
D6780	Crown - 3/4 Cast High Noble Metal	\$185	\$185	\$265	25% discount	\$370	25% discount	\$245	\$245	\$245	\$240	25% discount
D6781	Crown - 3/4 Cast Predominantly Base Metal	\$185	\$185	25% discount	25% discount	\$325	25% discount	\$245	\$245	\$245	\$240	25% discount
D6782	Crown - 3/4 Cast Noble Metal	\$185	\$185	25% discount	25% discount	\$345	25% discount	\$245	\$245	\$245	\$240	25% discount
D6783	Crown - 3/4 Porcelain/Ceramic - Denture	\$185	\$185	25% discount	25% discount	not covered	25% discount	not covered	\$245	\$245	\$240	25% discount
D6790	Crown - Full Cast High Noble Metal	\$185	\$185	\$265	\$280	\$270	\$310	\$255	\$245	\$245	\$240	25% discount
D6791	Crown - Full Cast Predominantly Base Metal	\$185	\$185	\$265	\$280	\$270	\$310	\$255	\$245	\$245	\$240	25% discount
D6792	Crown - Full Cast Noble Metal	\$185	\$185	\$265	\$280	\$270	\$310	\$255	\$245	\$245	\$240	25% discount
D6794	Crown Titanium	\$185	\$185	25% discount	25% discount	\$370	25% discount	\$235	\$245	\$245	\$240	25% discount

City of Fort Lauderdale
 REP #105-10461 Group Dental Plans
 DBMO Copy Comparison

CDT Code	Procedure Description	Safeguard Current SGCX-185A	Aetna Plan 55	Acsurant Plus Plan	BCBS F520	CIGNA FL-V7	Florida Dental Benefits	Guardian 30M	Humana HS195	Humana HS195 with implants	Solstice S500A	United S200
	Complex Rehabilitation - additional charge per unit for multiple crown units/complex rehabilitation	\$125	not covered	25% discount	25% discount	\$130	25% discount	\$125	25% discount	25% discount	25% discount	25% discount
D6930	Stress breaker	\$0	\$15	\$10	\$10	\$10	25% discount	\$5	\$0	\$0	\$10	\$10
D6940	Resin bonded bridge, partial, not covered	\$110	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$110	\$110	not covered	not covered
D6950	Resin bonded bridge, full, not covered	\$195	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$195	\$195	not covered	not covered
D6970	Cast Post and Core, In Addition to Fixed Partial Denture Retainer	\$50	\$50	25% discount	25% discount	not covered	25% discount	\$75	\$50	\$50	\$65	\$85
D6971	Cast post as part of a fixed partial denture retainer	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	\$105
D6972	Prefabricated Post and Core, In Addition to Fixed Partial Denture Retainer	\$30	\$60	25% discount	25% discount	not covered	25% discount	\$60	\$30	\$30	\$50	\$30
D6973	Core Building for Retainers, Including Any Plus	\$10	\$30	25% discount	25% discount	not covered	25% discount	\$30	\$10	\$10	\$50	\$30
D6975	Coping - metal	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	\$85
D6976	Each Additional Cast Post - Same Tooth	\$40	not covered	25% discount	25% discount	not covered	25% discount	\$0	\$40	\$40	\$75	\$75
D6977	Each Additional Prefabricated Post - Same Tooth	\$40	not covered	25% discount	25% discount	not covered	25% discount	\$0	\$40	\$40	\$75	\$75
D6980	Fixed partial denture repair by report	\$45	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$45	\$45	\$80	25% discount
D6985	Resin bonded bridge, partial, not covered	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D6985	Resin bonded bridge, full, not covered	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D3110	Pulp Cap - Direct (Excluding Final Restoration)	\$0	\$0	\$15	25% discount	\$11	25% discount	\$10	\$5	\$5	\$20	\$10
D3120	Pulp Cap - Indirect (Excluding Final Restoration)	\$0	not covered	\$10	25% discount	\$11	25% discount	\$10	\$5	\$5	\$20	\$10
D3220	Pulpotomy - Removal of Pulp, Not Part of a Root Canal	\$10	\$0	\$40	\$35	\$17	\$40	\$25	\$30	\$30	\$25	\$20
D3221	Pulpal Debridement	\$45	\$10	25% discount	\$100	\$17	\$110	\$25	\$55	\$55	\$95	\$95
D3222	Partial Pulpotomy for apogemesis, permanent tooth	\$10	\$0	25% discount	25% discount	not covered	25% discount	\$25	25% discount	25% discount	25% discount	25% discount
D3230	Pulpal Therapy (Resorbable Filling) - Anterior, Primary Tooth	\$30	\$0	25% discount	25% discount	not covered	25% discount	not covered	\$40	\$40	\$45	\$40
D3240	Pulpal Therapy (Resorbable Filling) - Posterior, Primary Tooth	\$35	\$0	25% discount	25% discount	not covered	25% discount	not covered	\$40	\$40	\$40	\$40
D3310	Amoror Root Canal Treatment (Including Root Canal Preparation)	\$80	\$50	\$135	\$100	\$11	\$150	\$135	\$100	\$100	\$100	\$100
D3320	Final Root Canal (Permanent Tooth) (Excluding Final Restoration)	\$115	\$70	\$195	\$200	\$28	\$350	\$160	\$152	\$152	\$185	\$175
D3330	Molar Root Canal (Permanent Tooth) (Excluding Final Restoration)	\$200	\$150	\$245	\$250	\$280	\$300	\$230	\$210	\$210	\$225	\$210
D3331	Treatment of Root Canal Obstruction, Non-Surgical Access	\$85	\$50	25% discount	25% discount	\$11	25% discount	\$0	\$85	\$85	\$85	\$85
D3332	Incomplete Endodontic Therapy, Inoperable or Fractured Tooth	\$70	\$35	25% discount	25% discount	\$11	25% discount	\$25	\$96	\$96	\$75	\$75
D3333	Internal Root Repair or Perforation Defects	\$85	\$40	25% discount	25% discount	\$11	25% discount	\$70	\$85	\$85	\$125	\$125
D3346	Retreatment of Previous Root Canal Therapy	\$135	\$150	\$325	25% discount	\$11	\$250	\$165	\$180	\$180	\$280	\$250
D3347	Retreatment of Previous Root Canal Therapy (Surgical Access)	\$175	\$170	\$385	25% discount	\$28	\$350	\$195	\$280	\$280	\$305	\$285
D3348	Retreatment of Previous Root Canal Therapy (Molar)	\$275	\$230	\$460	25% discount	\$315	\$450	\$245	\$325	\$325	\$380	\$350
D3351	Apexification/Recalcification - Initial Visit (Apical Closure/Calcific Repair of Perforations, Root Resorption, etc.)	\$65	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$70	\$70	\$90	\$90
D3352	Apexification/Recalcification - Interim Medication Replacement	\$65	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$70	\$70	\$90	\$90
D3353	Apexification/Recalcification - Final Visit	\$65	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$70	\$70	\$90	\$90
D3410	Apicoectomy/Pendicular Surgery Anterior (First Root)	\$95	\$60	\$125	\$130	\$130	\$150	\$150	\$95	\$95	\$96	\$96
D3421	Apicoectomy/Pendicular Surgery - Bicuspid (First Root)	\$95	\$60	\$170	25% discount	\$155	\$175	\$150	\$95	\$95	\$305	\$300
D3425	Apicoectomy/Pendicular Surgery - Molar (First Root)	\$95	\$80	\$220	25% discount	\$185	\$175	\$160	\$95	\$95	\$320	\$150
D3426	Apicoectomy/Pendicular Surgery (Each Additional Root)	\$60	\$40	\$100	25% discount	\$50	25% discount	\$70	\$60	\$60	\$80	\$75
D3430	Retegrade Filling - Per Root	\$40	\$20	\$40	25% discount	\$34	25% discount	\$30	\$60	\$60	\$60	\$55
D3450	Root amputation, per root	\$95	\$60	\$70	25% discount	not covered	25% discount	not covered	\$95	\$95	\$100	\$85
D3470	Immunol reimplantation (including splinting)	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	\$175
D3910	Surgical Proc Isolated Tooth with Rubber Dam	\$19	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$19	\$19	\$95	\$95
D3970	Hemisection, not including root canal therapy	\$90	not covered	\$80	25% discount	not covered	25% discount	not covered	\$90	\$90	\$85	\$80
D3990	Canal Prep and Fill, Performed Dorsal/Post	\$15	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$15	\$15	\$75	\$75
D0180	Comprehensive Periodontal Evaluation - New or Established Patient	\$0	not covered	\$15	\$10	\$35	25% discount	\$0	\$0	\$0	\$0	\$0
D4210	Gingivectomy of Gingivoplasty - 4 or More Teeth, per Quadrant	\$90	\$75	\$120	\$125	\$185	\$150	\$95	\$110	\$110	\$175	\$175
D4211	Gingivectomy or Gingivoplasty - 1 to 3 Teeth, Per Quadrant	\$68	\$20	\$65	\$40	\$90	\$45	\$55	\$83	\$83	\$72	\$66

City of Fort Lauderdale
 RFP # 18-10461 - Group Dental Plans
 DEMO Copy Comparison

CPT Code	Procedure Description	Safeguard Current SCX-185A	Aetna Plan 55	Assurant Plus Plan	BCBS FS220	CIGNA FL-V7	Florida Dental Benefits	Guardian 30M	Humana HS195	Humana HS DS with implants	Solstice S500A	United S200
D4220	Gingival curettage per quadrant (excluding root planing)	25% discount \$150	not covered	25% discount \$140	25% discount	not covered	25% discount \$140	not covered	25% discount \$150	25% discount \$187	25% discount	\$40
D4240	Gingival Flap, Including Root Planning - 4 or More Teeth, Per Quadrant	\$113	\$90	\$140	25% discount	\$240	\$140	\$165	\$150	\$150	\$187	\$163
D4241	Teeth, Per Quadrant	\$113	\$54	\$100	25% discount	\$130	25% discount	\$165	\$113	\$113	\$175	\$150
D4245	Apically Positioned Flap	\$165	\$90	25% discount	25% discount	\$240	25% discount	not covered	\$165	\$165	\$175	\$150
D4249	Clinical Crown Lengthening - Hard Tissue	\$120	\$120	25% discount	25% discount	\$245	\$160	\$140	\$150	\$150	\$175	\$175
D4260	Ossous Surgery - 4 or More Teeth or Bounded Spaces, Per Quadrant	\$295	\$230	\$330	\$330	\$435	\$375	\$255	\$300	\$300	\$375	\$375
D4261	Ossous Surgery - 1 to 3 Teeth, Per Quadrant	\$210	\$150	\$203	\$530	\$230	\$275	\$155	\$225	\$225	\$325	\$325
D4263	Bone Replacement Graft - First Site in Quadrant	\$180	not covered	25% discount	25% discount	\$290	25% discount	not covered	\$180	\$180	\$450	\$450
D4264	Bone Replacement Graft - Each Additional Site in Quadrant	\$95	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$95	\$95	\$325	\$325
D4265	Bio Material Aid Soft and Ossous Tissue Regen.	\$95	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$95	\$95	\$325	25% discount
D4266	Guided Tissue Regeneration - Resorbable Barrier, Per Site	\$215	not covered	25% discount	25% discount	\$380	\$275	not covered	\$215	\$215	\$325	\$325
D4267	Guided Tissue Regeneration - Nonresorbable Barrier, Per Site (Includes Membrane Removal)	\$255	not covered	25% discount	25% discount	\$430	25% discount	not covered	\$255	\$255	\$325	\$325
D4268	Surgical Revision Procedure, Per Tooth	25% discount \$100	\$100	25% discount	25% discount	not covered	25% discount	\$0	25% discount	25% discount	25% discount	25% discount
D4270	Periapical Soft Tissue Graft Procedure	\$245	\$190	25% discount	25% discount	\$325	25% discount	\$165	\$245	\$245	\$340	\$325
D4271	New Soft Tissue Graft Procedure (Including Donor Site Surgery)	\$245	\$205	25% discount	25% discount	\$325	\$250	\$180	\$245	\$245	\$315	\$315
D4273	Subcortical Connective Tissue Graft, Tooth	\$75	\$115	25% discount	25% discount	not covered	25% discount	not covered	\$75	\$75	\$300	\$280
D4274	Distal or Proximal Wedge Procedure	\$70	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$70	\$100	\$120	\$100
D4275	Soft Tissue Allograft	\$380	\$300	25% discount	25% discount	\$325	25% discount	not covered	\$380	\$380	\$502	25% discount
D4276	Connective Tissue/Pedicle Graft, Per Tooth	\$190	\$190	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D4320	Provisional splinting, intracoronal	\$95	not covered	\$80	25% discount	not covered	25% discount	not covered	\$95	\$95	\$115	25% discount
D4321	Provisional splinting, extracoronal	\$85	not covered	\$75	25% discount	not covered	25% discount	not covered	\$85	\$85	\$105	25% discount
D4341	Periodontal Scaling and Root Planning, Four or More Teeth or Bounded Teeth Spaces Per Quadrant	\$40	\$40	\$50	\$50	\$90	\$55	\$55	\$50	\$50	\$45	\$36
D4342	Periodontal Scaling and Root Planning - One to Three Teeth, Per Quadrant	\$30	\$24	\$30	\$30	\$45	\$55	\$55	\$38	\$38	\$35	\$29
D4355	Full Mouth Debridement to Allow Evaluation and Diagnosis	\$40	\$60	\$70	\$45	\$73	\$50	\$50	\$50	\$50	\$65	\$45
D4381	Localized Delivery of Chemotherapeutic Agents, Per Tooth, By Report	\$60	not covered	25% discount	\$45	\$45	25% discount	not covered	\$65	\$65	\$45	\$45
D4910	Periodontal Maintenance	\$30	\$20	\$45	\$50	\$56	\$55	\$30	\$40	\$40	\$45	\$40
D4920	Unscheduled Dressing Change	25% discount \$35	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$35	\$35	\$100	25% discount
D9940	Occlusal Guard - By Report	\$85	\$70	\$70	25% discount	\$205	25% discount	not covered	\$85	\$85	\$250	\$250
D9942	Repair and/or Refine of Occlusal Guard	\$40	\$18	25% discount	25% discount	not covered	25% discount	not covered	\$40	\$40	\$40	25% discount
D9950	Occlusal analysis - mounted case	\$15	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	\$75
D9951	Occlusal Adjustment Limited	\$15	\$10	\$30	\$25	\$45	\$30	\$15	\$30	\$30	\$25	\$25
D9952	Occlusal Adjustment Complete	\$50	\$60	\$150	\$150	\$215	\$175	not covered	\$100	\$100	\$95	\$75
D5110	Full Upper Denture	\$210	\$240	\$795	\$500	\$470	\$325	\$290	\$325	\$325	\$260	\$210
D5120	Full Lower Denture	\$210	\$240	\$795	\$500	\$470	\$325	\$290	\$325	\$325	\$260	\$210
D5130	Immediate Full Upper Denture	\$225	\$300	\$400	\$300	\$470	\$325	\$290	\$350	\$350	\$280	\$210
D5140	Immediate Full Lower Denture	\$225	\$300	\$400	\$300	\$470	\$325	\$290	\$350	\$350	\$280	\$210
D5211	Upper Partial Denture - Resin Base (Including Clasps, Rests and Teeth)	\$240	\$240	\$350	\$300	\$345	\$325	\$230	\$400	\$400	\$260	\$210
D5212	Lower Partial Denture - Resin Base (Including Clasps, Rests and Teeth)	\$240	\$240	\$350	\$300	\$345	\$325	\$230	\$400	\$400	\$260	\$210
D5213	Upper Partial Denture - Metal (Including Clasps, Rests and Teeth)	\$260	\$300	\$380	\$300	\$345	\$325	\$230	\$400	\$400	\$260	\$210
D5214	Lower Partial Denture - Metal (Including Clasps, Rests and Teeth)	\$260	\$300	\$380	\$300	\$345	\$325	\$230	\$400	\$400	\$260	\$210
D5225	Upper Partial Denture - Flexible (Including Clasps, Rests and Teeth)	\$365	\$300	25% discount	25% discount	\$345	25% discount	\$410	\$425	\$425	\$280	25% discount
D5226	Lower Partial Denture - Flexible (Including Clasps, Rests and Teeth)	\$365	\$300	25% discount	25% discount	\$345	25% discount	\$410	\$425	\$425	\$280	25% discount
D5281	Remove Uni Part Denture - IPC Cast Metal	\$250	\$250	25% discount	25% discount	not covered	25% discount	not covered	\$300	\$300	\$240	\$235
D5410	Adjust Complete Denture Upper	\$0	\$0	\$15	\$15	\$33	\$20	\$15	\$10	\$10	\$10	\$8
D5411	Adjust Complete Denture Lower	\$0	\$0	\$15	\$15	\$33	\$20	\$15	\$10	\$10	\$10	\$8
D5421	Adjust Partial Denture Upper	\$0	\$0	\$15	\$15	\$33	\$20	\$15	\$10	\$10	\$10	\$10
D5422	Adjust Partial Denture Lower	\$0	\$0	\$15	\$15	\$33	\$20	\$15	\$10	\$10	\$10	\$10
Repairs to Prosthetics												
D5510	Repair Broken Complete Denture Base	\$30	\$25	\$70	\$15	\$55	\$20	\$25	\$35	\$35	\$15	\$15

CDT Code	Procedure Description	Safeguard Current SGX-185A	Aetna Plan 55	Assurant Plus Plan	BCBS P3220	CIGNA F1-V7	Florida Dental Benefits	Guardian 30M	Humana HS195	Humana HS195 with implants	Solstice S900A	United S200
D5520	Replace Missing or Broken Teeth - Complete Denture (Each Tooth)	\$30	\$35	25% discount	\$15	\$55	\$20	\$20	\$35	\$35	\$10	\$10
D5610	Repair Broken Denture Base	\$30	\$35	25% discount	\$15	\$55	\$20	\$20	\$35	\$35	\$15	\$15
D5620	Repair lost Framework	\$30	\$35	25% discount	\$15	not covered	25% discount	not covered	\$35	\$35	\$30	\$30
D5630	Repair or Replace Broken Clasp	\$35	\$35	25% discount	\$15	\$72	\$20	\$25	\$35	\$35	\$15	\$15
D5640	Replace Broken Teeth - Per Tooth	\$30	\$35	25% discount	\$15	\$55	\$20	\$20	\$35	\$35	\$10	\$10
D5650	Add Teeth to Existing Partial Denture	\$30	\$35	25% discount	\$15	\$55	\$20	\$20	\$35	\$35	\$30	\$30
D5660	Add Teeth to Existing Partial Denture Framework (Maxillary)	\$35	\$40	25% discount	25% discount	\$72	\$60	\$30	\$35	\$35	\$30	\$30
D5670	Replace All Teeth and Acrylic on Cast Metal Framework (Maxillary)	\$165	\$86	25% discount	25% discount	not covered	25% discount	\$10	\$165	\$165	\$100	25% discount
D5671	Replace All Teeth and Acrylic on Cast Metal Framework (Mandibular)	\$165	\$86	25% discount	25% discount	not covered	25% discount	\$100	\$165	\$165	\$100	25% discount
Denture Relining												
D5710	Reline Complete Upper Denture	\$60	\$86	25% discount	25% discount	\$170	\$150	\$80	\$75	\$75	\$75	\$75
D5711	Reline Complete Lower Denture	\$60	\$86	25% discount	25% discount	\$170	\$150	\$80	\$75	\$75	\$75	\$75
D5720	Reline Upper Partial Denture	\$60	\$86	25% discount	25% discount	\$170	\$150	\$80	\$75	\$75	\$75	\$75
D5721	Reline Lower Partial Denture	\$60	\$86	25% discount	25% discount	\$170	\$150	\$80	\$75	\$75	\$75	\$75
D5750	Reline Complete Upper Denture (Chin-side)	\$35	\$40	25% discount	\$50	\$11	\$55	\$45	\$65	\$65	\$45	\$45
D5751	Reline Complete Lower Denture (Chin-side)	\$35	\$40	25% discount	\$50	\$11	\$55	\$45	\$65	\$65	\$45	\$45
D5740	Reline Upper Partial Denture (Chin-side)	\$35	\$40	25% discount	\$50	\$11	\$55	\$45	\$65	\$65	\$45	\$45
D5741	Reline Lower Partial Denture (Chin-side)	\$35	\$40	25% discount	\$50	\$11	\$55	\$45	\$65	\$65	\$45	\$45
D5750	Reline Complete Upper Denture (Laboratory)	\$60	\$86	25% discount	\$50	\$11	\$55	\$45	\$65	\$65	\$45	\$45
D5751	Reline Complete Lower Denture (Laboratory)	\$60	\$86	25% discount	\$50	\$11	\$55	\$45	\$65	\$65	\$45	\$45
D5760	Reline Upper Partial Denture (Laboratory)	\$60	\$86	25% discount	\$50	\$11	\$55	\$45	\$65	\$65	\$45	\$45
D5761	Reline Lower Partial Denture (Laboratory)	\$60	\$86	25% discount	\$50	\$11	\$55	\$45	\$65	\$65	\$45	\$45
D5850	Tissue conditioning, maxillary	\$10	\$20	25% discount	\$30	not covered	\$35	\$20	\$20	\$20	\$25	\$25
D5851	Tissue conditioning, mandibular	\$10	\$20	25% discount	\$30	not covered	\$35	\$20	\$20	\$20	\$25	\$25
D5860	Overdenture - Complete, by Report	25% discount	\$750	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D5862	Precision attachment, by report	\$160	not covered	\$150	25% discount	not covered	25% discount	not covered	\$160	\$160	\$150	\$150
Interim Dentures												
D5810	Interim Complete Denture (Upper)	\$230	not covered	25% discount	25% discount	\$230	\$225	not covered	\$230	\$230	\$250	\$220
D5811	Interim Complete Denture (Lower)	\$230	not covered	25% discount	25% discount	\$230	\$225	not covered	\$230	\$230	\$250	\$220
D5820	Interim Partial Denture (Upper)	\$60	\$60	25% discount	\$190	\$200	\$190	not covered	\$160	\$160	\$250	\$220
D5821	Interim Partial Denture (Lower)	\$60	\$60	25% discount	\$190	\$200	\$190	not covered	\$170	\$170	\$250	\$220
Oral Surgery												
D7111	Extraction of Coronal Remnants - Deciduous Tooth	\$5	\$0	\$20	\$0	\$11	\$25	\$10	\$5	\$5	\$45	\$45
D7140	Extraction, Erupted Tooth or Exposed Root	\$0	\$0	\$15	\$0	\$11	\$25	\$10	\$5	\$5	\$10	\$10
D7210	Surgical Removal of Erupted Tooth - Removal of Bone and/or Section of Tooth	\$30	\$0	\$50	\$40	\$17	\$45	\$50	\$30	\$30	\$25	\$25
D7220	Removal of Impacted Tooth - Soft Tissue	\$45	\$0	\$65	\$50	\$17	\$60	\$65	\$50	\$50	\$40	\$40
D7230	Removal of Impacted Tooth - Partially Bony	\$65	\$45	\$75	\$70	\$62	\$80	\$90	\$65	\$65	\$60	\$55
D7240	Removal of Impacted Tooth - Completely Bony	\$80	\$60	\$100	\$85	\$110	\$100	\$105	\$80	\$80	\$75	\$65
D7241	Removal of Impacted Tooth - Completely Bony, Unusual Complications	\$100	\$60	\$135	25% discount	\$110	25% discount	\$110	\$100	\$100	\$128	\$100
D7250	Surgical Removal of Residual Root Roots (Curing Prosthetic)	\$40	\$15	\$40	\$35	\$17	\$45	\$30	\$40	\$40	\$25	\$25
D7260	Oral Facial Flap Closure	25% discount	not covered	25% discount	25% discount	\$110	25% discount	not covered	25% discount	25% discount	\$160	\$160
D7261	Primary Closure of a Sinus Perforation	25% discount	not covered	25% discount	25% discount	\$110	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D7270	Tooth Stabilization of Accidentally Erupted or Displaced Tooth	\$50	not covered	\$100	25% discount	\$11	25% discount	\$80	\$50	\$50	\$50	\$50
D7280	Surgical Access of an Unerupted Tooth to aid eruption	\$85	\$26	\$85	25% discount	\$11	25% discount	not covered	\$115	\$100	\$125	\$125
D7281	Surgical exposure of impacted or unerupted tooth to aid eruption	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D7282	Mobile Engraftment/Allograft Tooth Aid Erupt.	\$90	\$50	25% discount	25% discount	not covered	25% discount	\$115	\$90	\$90	\$125	25% discount
D7283	Placement of Device to Facilitate Eruption of Impacted Tooth	\$90	\$6	25% discount	25% discount	\$6	25% discount	\$35	\$90	\$90	\$25	25% discount
D7285	Biopsy of Oral Tissue - Hard	\$0	\$20	25% discount	25% discount	\$78	25% discount	\$60	\$150	\$150	\$115	\$115
D7286	Biopsy of Oral Tissue - Soft	\$0	\$20	25% discount	25% discount	\$67	25% discount	\$55	\$60	\$60	\$75	\$60
D7287	Exfoliative cytological sample collection	\$50	\$10	25% discount	25% discount	\$67	25% discount	not covered	\$50	\$50	\$65	25% discount
D7288	Brush Biopsy - Transmucosal Sample Collection	\$50	not covered	25% discount	25% discount	\$67	25% discount	not covered	\$50	\$50	\$25	25% discount
D7310	Alveoplasty with Extractions - Per Quadrant	\$55	\$18	\$60	\$35	\$11	\$45	\$45	\$40	\$40	\$20	\$20
D7311	Alveoplasty with Extractions - Localized, Per Quadrant	\$10	\$9	25% discount	25% discount	\$6	25% discount	\$23	\$15	\$15	\$20	25% discount
D7320	Alveoplasty not in conjunction with Extractions - Per Quadrant	\$40	\$25	\$90	\$70	\$11	\$80	\$60	\$60	\$60	\$50	\$50
D7321	Alveoplasty not in conjunction with Extractions - Localized, Per Quadrant	\$20	\$13	25% discount	25% discount	\$6	25% discount	\$42	\$25	\$25	\$50	25% discount
D7450	Removal of Benign Odontogenic Cyst or Tumor - Up to 1.25cm	25% discount	not covered	25% discount	25% discount	\$11	25% discount	\$75	25% discount	25% discount	\$65	\$65
D7451	Removal of benign odontogenic cyst or tumor - Up to 1.25cm	25% discount	not covered	25% discount	25% discount	\$11	25% discount	\$145	25% discount	25% discount	\$95	\$95

City of Fort Lauderdale
 RFP # 105-10461 - Group Dental Plans
 DEMO Copy Comparison

CDT Code	Procedure Description	Safeguard Current SGCX-185A	Aetna Plan 55	Assurant Plus Plan	FCBS FS220	CIGNA FI-V7	Florida Dental Benefits	Guardian 30M	Humana HS195	Humana HS 195 with implants	Solstice S900A	United S200
D7471	Removal of Lateral Exostosis (Mandilla or Mandible)	\$80	not covered	25% discount	25% discount	\$11	25% discount	\$110	\$80	\$80	\$95	25% discount
D7472	Removal of Tons Palatinus	\$60	not covered	25% discount	25% discount	\$11	25% discount	\$110	\$60	\$60	\$95	25% discount
D7473	Removal of Tons Mandibularis	\$60	not covered	25% discount	25% discount	\$11	25% discount	\$110	\$60	\$60	\$95	25% discount
D7485	Surgical Reduction of Osgood Tibursity	\$60	not covered	25% discount	25% discount	\$11	25% discount	not covered	\$60	\$60	\$95	25% discount
D7510	Incision and Drainage of Abscess - Intraoral Soft Tissue	\$30	\$10	\$35	\$25	\$11	\$30	\$35	\$35	\$35	\$20	\$20
D7511	Incision and Drainage of Abscess - Intraoral Soft Tissue Complicated	\$30	\$11	25% discount	25% discount	\$17	25% discount	\$39	\$35	\$35	\$20	25% discount
D7520	Incision and Drainage of Abscess - Extraoral Soft Tissue	\$30	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$35	\$35	\$20	25% discount
D7521	Incision and Drainage of Abscess - Extraoral Soft Tissue Complicated	\$30	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$35	\$35	\$20	25% discount
D7910	Suture of Recent Small Wounds up to 5cm	\$25	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$25	\$25	\$35	25% discount
D7960	Separate procedure	\$40	\$24	\$125	25% discount	\$11	25% discount	\$80	\$50	\$50	\$90	\$50
D7963	Frenuloplasty	\$40	\$25	25% discount	25% discount	\$17	25% discount	\$128	\$50	\$50	\$90	25% discount
D7970	Excision of Hyperplastic Tissue - per Arch	\$55	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$55	\$55	\$140	\$140
D7971	Excision of Pericoronal Gingival Orthodontics	\$35	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$40	\$40	\$102	25% discount
D8010	Limited Orthodontic Treatment of the Primary Dentition	\$725	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	\$1,000	25% discount
D8020	Limited Orthodontic Treatment of the Transition Dentition	\$725	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	\$1,000	\$1,000
D8030	Limited Orthodontic Treatment of the Adolescent Dentition	\$725	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	\$1,000	\$1,000
D8040	Limited Orthodontic Treatment of the Adult Dentition	\$725	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	\$1,350	\$1,350
D8050	Interceptive Orthodontic Treatment of the Primary Dentition (Bandling)	25% discount	not covered	25% discount	25% discount	\$435	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D8060	Interceptive Orthodontic Treatment of the Transitional Dentition (Bandling)	25% discount	not covered	25% discount	25% discount	\$435	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
D8070	Comprehensive Orthodontic Treatment of the Transitional Dentition (Bandling)	\$1,695	not covered	\$300	\$2,085	\$470	\$2,800	\$2,200	\$1,850	\$1,850	\$2,000	\$1,800
D8080	Comprehensive Orthodontic Treatment of the Adolescent Dentition (Bandling)	\$1,695	\$1,845	\$300	\$2,085	\$470	\$2,800	\$2,200	\$1,850	\$1,850	\$2,050	\$1,870
D8090	Comprehensive Orthodontic Treatment of the Adult Dentition (Bandling)	\$1,695	\$1,845	\$300	\$2,285	\$470	\$3,000	\$2,200	\$1,850	\$1,850	\$2,150	\$1,950
D8210	Removable Appliance Therapy	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	\$103	\$103
D8220	Fixed Appliance Therapy	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	\$103	\$103
D8660	Pre-Orthodontic Treatment Visit	\$0	\$30	\$100	25% discount	\$51	25% discount	not covered	25% discount	25% discount	\$35	\$35
D8670	Pre-Orthodontic Treatment Visit (AS Part of Consent)	\$0	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
	Children (Up to 19th Birthday):											
	24 Month Treatment Fee	25% discount	not covered	25% discount	25% discount	\$1,992	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
	Change Per Month for 24 Months	25% discount	not covered	25% discount	25% discount	\$83	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
	Adults:											
	24 Month Treatment Fee	25% discount	not covered	25% discount	25% discount	\$2,640	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
	Change Per Month for 24 Months	25% discount	not covered	25% discount	25% discount	\$110	25% discount	not covered	25% discount	25% discount	25% discount	25% discount
	Orthodontic Retention (Removal of Appliances, Construction and Placement of Retainer (6))	\$250	\$275	\$250	\$450	\$345	25% discount	\$407	\$300	\$300	\$300	\$300
D8693	Orthodontic Treatment Plan and Records	\$750	\$150	25% discount	25% discount	\$175	\$250	\$150	\$0	\$0	25% discount	25% discount
D8999	Orthodontic treatment plan & records	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	\$250
	General Anesthesia/IV Sedation											
D9210	Local Anesthesia Not in Connection With Operative or Surgical Procedures	\$0	not covered	25% discount	25% discount	not covered	25% discount	\$0	\$0	\$0	\$0	25% discount
D9211	Regional Block Anesthesia	\$0	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$0	\$0	25% discount	25% discount
D9212	Intramaxillary Block Anesthesia	\$0	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$0	\$0	25% discount	25% discount
D9215	Local Anesthesia	\$150	\$165	\$180	\$180	\$180	25% discount	not covered	\$150	\$150	25% discount	\$125
D9220	General Anesthesia - First 30 Minutes	\$45	\$70	25% discount	25% discount	\$73	25% discount	not covered	\$45	\$45	25% discount	\$125
D9221	General Anesthesia - Additional 15 Minutes	\$15	\$15	\$15	\$15	not covered	25% discount	not covered	\$15	\$15	\$30	\$20 per 1/2 hr
D9230	Analgesia, anxiolysis, inhalation of nitrous oxide	\$150	\$165	\$165	25% discount	\$160	25% discount	not covered	\$150	\$150	25% discount	\$125
D9241	I.V. Conscious Sedation - First 30 Minutes	\$45	\$70	\$30	25% discount	\$73	25% discount	not covered	\$45	\$45	25% discount	\$85
D9242	I.V. Conscious Sedation - Additional 15 Minutes	\$15	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$15	\$15	25% discount	25% discount
D9248	Non-intravenous Conscious Sedation	Emergency Services										
D9110	Palliative (Emergency) Treatment of Dental Pain - Minor Procedure	\$30	\$10	25% discount	25% discount	\$0	\$0	\$0	\$10	\$10	\$0	\$0
D9440	Office Visit - After Regularly Scheduled Hours	\$30	not covered	\$40	\$33	\$60	25% discount	\$50	\$30	\$30	\$30	\$25
D9490	Broken appointment fee	25% discount	not covered	25% discount	25% discount	not covered	25% discount	not covered	25% discount	25% discount	25% discount	\$20

City of Fort Lauderdale
 RFP # 185-10461 Group Dental Plans
 DEMO Copy Comparison

CDT Code	Procedure Description	Safeguard Current SGX-185A	Actua Plan 55	Assurant Plus Plan	BCBS P5120	CIGNA F1-V7	Florida Dental Benefits	Guardian 30M	Humana HS195	Humana ES 195 with implants	Seize SS00A	United S200
D9999	Emergency Visit During Regularly Scheduled Hours, By Report	25% discount	not covered	25% discount	\$20	not covered	\$0	\$0	\$10	\$10	25% discount	25% discount
D9999	Broken Appointments Unless Due to Emergencies	\$25	not covered	25% discount	\$10	not covered	25% discount	\$25	\$10	\$10	25% discount	25% discount
D9120	Miscellaneous Services	\$0	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$0	\$0	\$0	25% discount
D9610	Fixed Partial Denture Sectioning	\$0	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$15	\$15	\$15	25% discount
D9612	Therapeutic Parenteral Drug, Single Administration	\$15	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$25	\$25	25% discount	25% discount
D9612	Therapeutic Parenteral Drugs, Two or More Administrations, Different Medications	\$25	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$25	\$25	25% discount	25% discount
D9630	Other Drugs and/or Medications, By Report	\$15	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$15	\$15	\$15	\$15
D9910	Application of Desensitizing Medicament	\$15	not covered	25% discount	25% discount	not covered	25% discount	not covered	\$15	\$15	\$20	\$20
D9972	External Bleaching, per arch	\$125	not covered	\$155	25% discount	\$175	25% discount	not covered	\$125	\$125	\$150	\$150
Total Number of Procedures		424	424	424	424	424	424	424	424	424	424	424
Total Covered by Copay		348	304	190	157	259	164	246	348	372	342	305
Total Not Covered or Covered at Discount		76	120	234	267	165	260	178	78	52	82	119

Prepared by The Rhodes Insurance Group
 Updated 8/11/10

City of Fort Lauderdale
Reinsurance for Self-Funded Group Health Plan
BEST & FINAL - Specific & Aggregate Reinsurance Premium Analysis

Reinsurance Company	Current		Proposed		Proposed		Proposed	
	Vista/Combined	Cigna	Cigna	A	Vista/Companion	Cigna	Vista/Companion	Vista/Companion
AM Best Rating	A				A			A
Specific Reinsurance Policy								
Specific Stop Loss Level	\$225,000	\$225,000	\$250,000	Unlimited	\$225,000	Unlimited	\$225,000	Unlimited
Maximum Reimbursement Including Rx?	Unlimited	Unlimited	Unlimited	yes	Unlimited	yes	Unlimited	yes
Contract Type	Claims incurred in 12 and Paid in 15	Claims incurred in 12 and Paid in 36	Claims incurred in 12 months with 3 months terminal liability upon termination		Claims incurred in 12 and Paid in 15	Claims incurred in 12 and Paid in 36	Claims incurred in 12 and Paid in 15	Claims incurred in 12 and Paid in 15
Specific Reinsurance Premium Per Subscriber	Current \$39.07	Cigna \$45.80	Cigna \$38.96		Cigna \$42.98	Cigna \$38.96	Vista/Companion \$42.98	Vista/Companion \$38.90
Total Monthly Premium	\$62,512	\$73,280	\$62,336		\$68,768	\$62,336	\$68,768	\$62,240
Estimated Annual Specific Premium	\$750,144	\$879,360	\$748,032		\$825,216	\$748,032	\$825,216	\$746,880
Annual Difference Over Current		\$129,216	(\$2,112)		\$75,072	(\$2,112)	\$75,072	(\$3,264)
Percentage Difference Over Current		17.23%	-0.28%		10.01%	-0.28%	10.01%	-0.44%
Aggregate Reinsurance Policy	Current	Cigna	Cigna		Vista/Companion	Cigna	Vista/Companion	Vista/Companion
Contract Type		Claims incurred and paid in 12 months with 3 months terminal liability upon termination	Claims incurred and paid in 12 months with 3 months terminal liability upon termination		Claims incurred and paid in 12 months with 3 months terminal liability upon termination	Claims incurred and paid in 12 months with 3 months terminal liability upon termination	Claims incurred in 12 and Paid in 15	Claims incurred in 12 and Paid in 15
Aggregate Maximum Reimbursement Including Rx?		\$1,000,000	\$1,000,000		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate Premium Rate Per Subscriber		\$4.49	\$4.58		\$1.82	\$4.58	\$1.82	\$1.98
Estimated Annual Aggregate Premium		\$86,208	\$87,936		\$34,944	\$87,936	\$34,944	\$38,016
Aggregate Corridor		125%	125%		125%	125%	125%	125%
Aggregate Factors								
OAPIN 1		\$1,043.22	\$1,049.17		\$1,148.57	\$1,049.17	\$1,148.57	\$1,172.53
OAPIN 2		\$892.34	\$897.43		\$1,148.57	\$897.43	\$1,148.57	\$1,172.53
CDHP		\$788.06	\$792.55		\$1,148.57	\$792.55	\$1,148.57	\$1,172.53
Annual Attachment Point		\$17,767,992	\$17,869,296		\$22,052,544	\$17,869,296	\$22,052,544	\$22,512,576
Expected Paid Claims		\$14,214,394	\$14,295,437		\$17,642,035	\$14,295,437	\$17,642,035	\$18,010,061
Estimated Subscriber Enrollment		CIGNA Estimated Enrollment						
HMO - OAPIN 1	800							
HMO - OAPIN 2	150							
CDHP	650							
Subscribers**	1600							
Selection of Cigna would reduce the current administration fee paid to Cigna by .69 PEPM. This equates to an estimated annual savings of \$13,248 to \$14,283 based on estimated enrollment. Cigna premiums include P Card processing. P card processing is approximately \$15,936 to \$19,008 annually. Vista Companion premiums include an MGU underwriting fee of .60 PEPM and P card processing.								

**City of Fort Lauderdale
RFP # 105-10461 Group Dental Plans**

PPO Encounter Summary

	Procedures Covered In Network	% of Procedures Covered In Network	\$ Amount Covered in Network	% of Dollar Amount Covered In Network	Number of Providers In Network	% of Providers In Network
Aetna	7,523	65.63%	\$615,860	61.98%	494	71.49%
Humana	6,471	56.46%	\$521,738	52.51%	423	61.22%
MetLife	6,534	57.01%	\$500,153	50.33%	433	62.66%
Solstice	6,578	57.39%	\$536,461	53.99%	414	59.91%

Total DPPO Procedures 11,462
Total Dollar Amount Paid \$993,681
Total PPO Providers 691

DHMO Provider Displacement

	Members Displaced	% Displaced
Aetna	287	19.85%
Humana	33	2.28%
Solstice	188	13.00%

Total DHMO Members 1,446

Prepared by The Rhodes Insurance Group
Updated 8/20/10

City of Fort Lauderdale
RFP # 125-010862 Prescription Drug Services
Administrative Fees - Third Year

	Catalyst	CIGNA	Express Scripts	Humana	Medco
Basic Retail Fee - Per Rx Paid	\$0	\$0	\$0	N/A	\$0
Basic Mail Order Fee - Per Rx Paid	\$0	\$0	\$0	N/A	\$0
Services to be included in fees above: (For services that are not included in the fees above, indicate the fee for each service.)					
Toll Free Phone Lines	Included	Included	Included	Included	Included
Routine Data feeds to Welfare Plan's designated contractors	Included, standard format	\$750 per request	Included	\$50 per feed & \$500 annual maintenance	Up to 4 included, will discuss alternatives
Prospective /Concurrent/Retro DUR	Prospective / Concurrent included; Retro \$0.05 per Rx	Included	Prospective / Concurrent included; Retro \$0.02 PMPM for seniors, \$0.03 PMPM others	Included for prospective/current DUR; Retro DUR is in development, pricing to be determined	Prospective / Concurrent included; Retro \$0.05 per claim
Standard Reports	Included	Included	Included	Included	Included
Ad Hoc Reports	no additional charge for reporting up to 100 hours per year; \$150 per hour after threshold exceeded	minimum charge of \$300; scope & complexity of report will determine cost	\$150 per hour, minimum \$500	\$150 per hour	Most included via Client Website or Account Manager
Mandatory generic pricing	No additional charge	Included	Included	Included	Included
COB Program	No additional charge	Included	Included	Included	Initial included; secondary \$1 - \$3 per claim
Custom Dosing Programming (Quantity Limitations)	\$0.03 per Rx	Included	\$0.02 PMPM	Not Included	Quoted upon request
Custom System Overrides	No additional charge	Cost estimate including development time will be provided	\$20 per request, \$25 per physician review	Not Included	Quoted upon request
Out of Pocket and Annual Maximums	No additional charge	Included	\$0	Included	Included

**City of Fort Lauderdale
RFP # 125-010862 Prescription Drug Services
Administrative Fees - Third Year**

	Catalyst	CIGNA	Express Scripts	Humana	Medco
Annual EOB Statements	Online EOBs available for no additional charge	Included	Included if printed online; \$1.35 + postage for hard copy	Included	Available online at no charge; \$1.75 per claim hard copy postage charge would apply
Retro Termination Letters	Included	Included	Included	Included	Included
Group Coding	Included	Included	Included	Included	Included
Direct submission of paper claims for PBM processing by the Welfare Plan or its designee	\$1.50 per paper claim	Included	\$2.50 per paper claim	N/A	\$1.75 per paper claim
Drug Notification Letters	Included	Included	Included	Included	Standard communications included
Formulary Administration/Management	Included. Custom formulary could be charge \$25,000 fee to create and maintain	Included	Included	Included	Included
ID Cards	Included	Included	2 cards included	Included	Included
All levels of appeals processing	\$325 per appeal	First level included; \$3,500 second level	\$350 clinical review; \$160 non-clinical	Included	\$55 per case
Overrides	Included	Included	\$20 per request	Included	Quoted upon request
Audit Recovery Fees	20% of recoveries	30% of recoveries	20% of recoveries	Included	15% of recoveries
Other Services (show fees separately)	<ul style="list-style-type: none"> \$35 per clinical prior authorization \$0.03 per Rx for step therapy 	none listed	3-page pricing supplement included	Pricing for the following are not guaranteed <ul style="list-style-type: none"> Data feeds Step therapy Clinical Prior Auth Rx Mentor Custom drug list Custom drug placement or clinical 	2-page list of additional services included

Patient Protection and Affordable Care Act Health Marketplace Subsidies

Beginning in 2014, individuals who purchase health coverage through the insurance Marketplace will be eligible for premium subsidies if they are not offered affordable health insurance through their employer and meet financial requirements. The subsidies or tax credits available will be based on the second lowest cost plan in the Marketplace and the individual's annual income as a percentage of the Federal Poverty Level. Those who wish to purchase a more expensive plan would have to pay the full difference between the cost of the second lowest plan and the plan of their choice.

In 2013, the Federal Poverty Level for a single person is \$11,490; for a family of four it is \$23,550. The following chart shows estimated annual premium amounts for Marketplace health coverage for purchasers who qualify for assistance.

2013 Federal Poverty Level for Single Person is \$11,490			
Income Level - Percentage of Federal Poverty Level	Annual Income	Annual Premium as a Percent of Income	Estimated Annual Premium
up to 133%	up to \$15,281	2%	up to \$305
133% - 150%	\$15,281 - \$17,235	3% - 4%	\$458 - \$693
150% - 200%	\$17,235 - \$22,980	4% - 6.3%	\$693 - \$1,447
200% - 250%	\$22,980 - \$28,725	6.3% - 8.05%	\$1,447 - \$2,312
250% - 300%	\$28,725 - \$34,470	8.05% - 9.5%	\$2,312 - \$3,274
300% - 400%	\$34,470 - \$45,960	9.5%	\$3,274 - \$4,366

2013 Federal Poverty Level for Family of 4 is \$23,550			
Income Level - Percentage of Federal Poverty Level	Annual Income	Annual Premium as a Percent of Income	Estimated Annual Premium
up to 133%	up to \$30,656	2%	up to \$613
133% - 150%	\$30,656 - \$45,984	3% - 4%	\$613 - \$1,839
150% - 200%	\$45,984 - \$47,100	4% - 6.3%	\$1,839 - \$2,967
200% - 250%	\$47,100 - \$58,875	6.3% - 8.05%	\$2,967 - \$4,739
250% - 300%	\$58,875 - \$70,650	8.05% - 9.5%	\$4,739 - \$6,711
300% - 400%	\$70,650 - \$94,200	9.5%	\$6,711 - \$8,949

June 2013

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Guidelines for Determining Full-Time Employment Status For Variable Hour Employees

Employee Definitions

Full Time Employee – an employee who works 30 or more hours on average per week

Part Time Employee – an employee who works less than 30 hours on average per week

Variable Hour Employee – an employee whose full-time status cannot be readily determined due to varying number of work hours per week

Seasonal/Temporary Employee – an employee who is employed for less than 120 days during a calendar year

Requirements for Ongoing (Current) Variable Hour Employees

Current employees must be employed for at least one standard measurement period to be considered ongoing; otherwise, they will be treated as new employees

Standard Measurement Period

- Time period selected by an employer to serve as the window to determine if an employee meets the definition of a full-time employee by working at least 30 hours per week
- Can range from 3 months to 12 months with start and end dates at the discretion of the employer

Stability Period

- Time period during which an employee that is determined to be full-time based on hours worked in the most recent measurement period and must be offered health insurance
- Must be at least six consecutive calendar months and not shorter than the standard measurement period
- Employers may prefer to have the stability period run in conjunction with their plan year since this will be the period of enrollment or participation for eligible employees
- Employees are not required to maintain 30 hours per week during the stability period to remain eligible for coverage within that stability period. However, stability periods will have overlap with standard measurement periods and failure to maintain 30 hours per week could result in change of eligibility for the next stability period.

Administrative Period

- Time period between the measurement period and stability period during which an employer can calculate employees' hours, notify them of full/part time status and make necessary enrollment changes
- Must be no more than 90 days



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**Guidelines for Determining Full-Time Employment Status
For Variable Hour Employees**

Requirements for New Variable Hour Employees

Initial Measurement Period

- Time period selected by an employer to serve as the window to determine if a new employee (or one who has not been employed for an entire standard measurement period) meets the definition of a full-time employee by working at least 30 hours per week
- Can range from 3 months to 12 months beginning at the date of hire
- The employee's hours will be counted in next standard measurement period beginning after the date of hire, regardless of whether or not the initial measurement period has been satisfied
- The Initial Measurement Period will have an associated Stability Period that is separate from that used for ongoing or current employees

Stability Period

- Time period during which an employee that is determined to be full-time based on hours worked in the initial measurement period must be offered health insurance
- Must be at least six consecutive calendar months and not shorter than the initial measurement period
- If an employee is not determined to be a full-time employee based on hours worked during the initial measurement period, this stability period cannot exceed the remainder of the standard measurement period in which the initial measurement period ends.

Administrative Period

- Time period between the measurement period and stability period during which an employer can calculate employees' hours, notify them of full/part time status and make necessary enrollment changes
- Must be no more than 90 days



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**Guidelines for Determining Full-Time Employment Status
For Variable Hour Employees**

Example: Calendar year health plan with 12-month standard measurement and stability periods, 68-day administrative period for ongoing employees

Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Example: Calendar year health plan with 12-month standard measurement and stability periods, 68-day administrative period for ongoing employees														

Example: New variable hour employee who starts on January 6 with a six-month initial measurement period and six-month stability period beginning on the first day of the month following completion of the initial measurement period. The time between the end of the initial measurement period and beginning of the stability period is considered an administrative period.

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan
Example: New variable hour employee who starts on January 6 with a six-month initial measurement period and six-month stability period beginning on the first day of the month following completion of the initial measurement period. The time between the end of the initial measurement period and beginning of the stability period is considered an administrative period.												
January 6 to July 5 — Initial Measurement Period						July 5 to July 31 — Admin Period						August 1 to January 31 — Stability Period (based on Initial Measurement Period)

The combined length of the initial measurement period and administrative period cannot extend beyond the last day of the first calendar month beginning on or after the first anniversary of an employee's start date.



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Should Your Company Offer An Employee Health Plan?

The value of an employee health plan is an important part of a company's compensation package, vital for attracting and retaining good employees. Studies have shown that a health care plan is a critical piece of a company's compensation package and the benefit that is most popular to employees. In order to remain competitive, employers should consider offering or continuing to offer a group health plan for several reasons.

- A group health plan will help attract and retain most qualified employees. In a survey conducted by the Society for Human Resource Management (SHRM), 58% of employees said that benefits are an important retention driver. Of those responding, 61% of employees who are satisfied with the benefits offered by their employer said they felt a strong sense of loyalty to the employer. For those who are choosing between jobs, benefits may be the deciding factor when making the decision about which offer to accept. A company that does not offer benefits may see an increase in employee turnover at all levels of the organization.
- Employees are happy when they feel valued and consider health benefits a "reward." Ensuring the wellness of employees can result in increased productivity and a decrease in absenteeism. A healthier workforce is more productive than a workforce worried about health conditions.
- There are tax advantages for both the company and employees when a group health plan is offered. The full cost of the premium paid by the employer is a tax deduction and there is no tax assessed on the value of the benefits for the employee. In addition, if the employee contribution is deducted on a pre-tax basis, the employee benefits because he is not paying income or Social Security taxes on the amount of the contribution. The employer benefits as well because the matching Social Security tax does not have to be paid on the contribution amount.
- Conversely, if a health plan is not offered, your company will be responsible for taxes on the amount that would have been spent on premium and the employees will pay tax on the amount that would have been used for their premium contribution.
- Employees will suffer a significant loss of compensation if your company eliminates its health plan without providing additional compensation for members to purchase other coverage.
- Angela Herrin, Research and Special Projects Editor for the Harvard Business Review, an important reason for offering competitive benefits: "You can't have customer satisfaction without employee satisfaction."
- Your company may be subject to significant penalties if employees purchase health coverage in the Marketplace and are eligible for premium subsidies.

In the 2012 Harvard Business Review white paper *Commitment to The Future: 10 Years of The Principal 10 Best Companies*, three-quarters of the companies contacted said benefits programs had significant impact on employee retention and recruitment.

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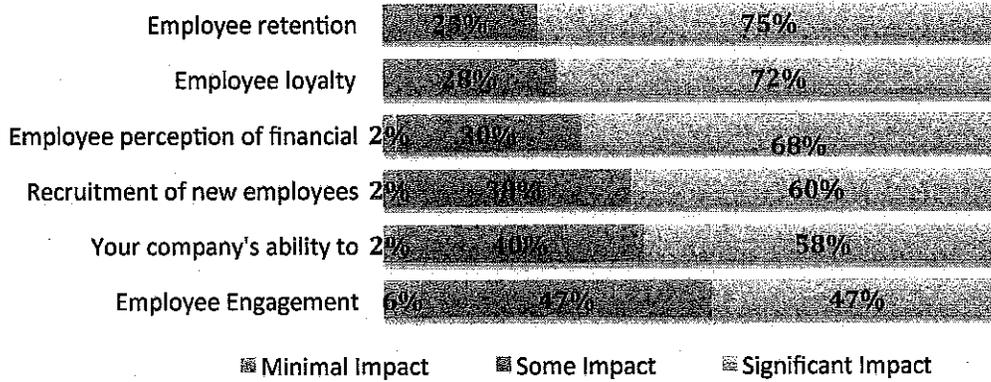


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Retention translates to lower turnover costs, stronger employee morale, and greater competitive advantage.

The Impact of Benefits

Question: To what extent have the benefits you offer had an impact on each of the following?



Adapted from *Commitment to The Future: 10 Years of The Principal 10 Best Companies*



DO YOU KNOW...

You have 30 days to make changes to your health plan coverage if you

- Get married or divorced
- Have a new baby or adopt a child
- Have a dependent who loses eligibility status

See your HR representative for details



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August 5, 2013

City of Fort Lauderdale
Evaluation Committee, RFP 735-11256 Employee Benefits Consultant
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Rhodes Insurance Group has worked as the City of Fort Lauderdale's Benefit Consultant since 2002. We were selected initially to assess, recommend and implement health plan changes that would eliminate the deficit incurred during the first two years of operation of the City's self-funded health plan. We achieved this objective in 2005. During this process we worked closely with City administration and bargaining units to achieve the desired results.

Since then our services have been expanded to include consulting on other City of Fort Lauderdale group benefit plans including group life and AD&D, the dental DPPO and DHMO plan and the City new health center. Our services include assistance with RFP processes, day-to-day operations and strategic planning. In addition, we have provided advice and information concerning the new Health Care Reform regulations and implementation.

The Rhodes Insurance Group is uniquely qualified to serve as the City Benefit Consultant for the reasons outlined below:

- I have 37 years of experience exclusively in the group insurance market. Of these 37 years, we have been in the South Florida market exclusively since 1979.
- Since the establishment of the Rhodes Insurance Group in 1988, we have focused primarily on the public sector. We have never had a successful protest of any of the numerous Requests for Proposals that we have published or assisted in publishing.
- Our experience in serving the City of Fort Lauderdale provides us with significant institutional knowledge. We maintain data that assists in the ongoing management of the benefit plans.
- I have been a resident of Fort Lauderdale since 1984 and have established a network of professionals in South Florida that has been very useful in supporting our clients' objectives.
- We pride ourselves in our accessibility and responsiveness to clients. Our office is located on Las Olas Boulevard, which is close to City Hall.
- Our technical subscription and access to industry-wide information is extensive.

We look forward to answering any questions the evaluation committee may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Lloyd F. Rhodes", is written over a horizontal line.

Lloyd F. Rhodes

