

Solicitation 352-9192

Workers Compensation Claims Administration

City of Fort Lauderdale

Bid 352-9192

Workers Compensation Claims Administration

Bid Number 352-9192
 Bid Title Workers Compensation Claims Administration

Bid Start Date Mar 25, 2005 3:19:03 PM EST
 Bid End Date Apr 15, 2005 2:00:00 PM EDT

Bid Contact Kirk Buffington
 Director
 Procurement
 954-828-5933
 kbuffington@fortlauderdale.gov

Contract Duration 5 years
 Contract Renewal 2 annual renewals
 Prices Good for 90 days

Bid Comments Purpose/Objective

The City is seeking proposals for third party claims administration services for its self-insurance worker's compensation program. The City carries excess workers' compensation coverage (with a current SIR of \$1,000,000.00 per claim). The claims administrator will provide all specified adjusting services for claims as well as all other required services, such as administrative, managed care, computerized claims/loss statistical information (RMIS) and banking/loss fund reconciliation. The specific required services are outlined in greater detail within this request for proposals.

The City is seeking a Five year contract proposal with two 2 year option periods. Proposals to handle only selected parts will not be considered. It is understood by the successful proposer that all services are to be provided by the proposer's employees and cannot be contracted out to another party without the prior approval of the City. The commencement date of the contract will be August 1, 2005. The City's current claims administrator is Gallagher Bassett. They have been under contract to provide these services since June 1, 2003.

The City has approximately 2,800 employees.

ELECTRONIC SUBMITTAL of DOCUMENTS: ALL PROPOSERS ARE REQUESTED TO SUBMIT RESPONSES ELECTRONICALLY, VIA THIS SITE, www.rfpdepot.com. RESPONSE FORMAT SHOULD BE IN ACCORDANCE WITH RFP PROPOSAL INSTRUCTIONS. Vendors may upload all necessary response documents, via the web site. For additional information assistance, please contact RFP Depot, at vendor.rfpdepot.com, or 801-765-9245.

PROPOSER/PROPOSAL RESPONSE FORMAT

Tab 1, Title Page

Tab 2, Table of Contents

Tab 3, Management Summary/Letter of Transmittal

Provide a cover letter indicating the underlying philosophy of your firm in providing the service. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, phone/fax numbers, and e-mail addresses.

Tab 4, Request of Proposal

Proposal signature page

Tab 5, Corporate Experience and Capacity

Provide information that documents your firm's qualifications to produce the required outcomes, including its ability, capacity, skill, and financial strength. Include three references from three different government agencies for which you have provided Claims Administration Services, and have been performed within the past five years.

Tab 7, Qualification of Staff

Give the names of individuals who will be assigned to this contract, including their resumes and expand on their experiences in the area they will be serving.

Tab 8, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP.

Tab 9, Cost of Services

Proposed rates are to be guaranteed annual fees for the first five years (as opposed to per claim time and expense or any other fee proposal). Proposals not containing an all inclusive guaranteed annual fee for five years for all specified services (except managed care), will not be considered. Clearly indicate any charge not included in the proposed annual fee.

Tab 10, (or separate cover) Provide Samples of loss runs

Tab 11, Supplemental Questions

Item Response Form

Item	PROPOSER RESPONSE FORMAT
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	City of Fort Lauderdale <u>Police Department/Fort Lauderdale</u> 1300 W. Broward Blvd. Fort Lauderdale FL 33312 Qty 1

Description

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Tab 10, (or separate cover) Provide Samples of loss runs

Tab 11, Supplemental Questions

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

REQUEST FOR PROPOSAL

**NUMBER
352 - 9192**

Workers Compensation Claims Administration/WC TPA

**Proposal Due Date:
2005, at 2:00PM, EDT**

The City of Fort Lauderdale, FL

**Department of Procurement Services
For Finance/Risk Management**

**City of Fort Lauderdale, FL
Kirk W. Buffington, C.P.M. , Director of Procurement Services
954-828-5933**

**kbuffington@fortlauderdale.gov
www.fortlauderdale.gov/purchasing**

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PROPOSAL SIGNATURE PAGE

TO: The CITY of Fort Lauderdale, FL

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

Proposal submitted by: _____ (signature) _____ (date)

Name (printed) _____ Title: _____

Company: _____ (Legal Registration)

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

Address: _____

CITY _____ State: _____
Zip _____

Telephone No. _____ FAX No. _____

E-MAIL: _____

Does your firm qualify for MBE or WBE status In accordance with Section 1.08 of General Conditions? _____
MBE _____ WBE _____

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

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____

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PART I: INTRODUCTION/SPECIAL CONDITIONS:

1.0 **INTRODUCTION:**

1.1 This is a Request for Proposal (RFP) for **WORKER'S COMPENSATION CLAIMS ADMINISTRATION SERVICES** for the City of Fort Lauderdale, Florida (the City).

1.2 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

1.3 Document files may be examined, during normal working hours; ten days after proposals have been opened, in accordance with Chapter 119, of the Florida Statutes.

2.0 **INSTRUCTIONS TO PROPOSERS:**

2.1 All proposals must be received no later than 2:00 PM, on the date indicated in the RFP Schedule. If a proposal is transmitted by U.S. Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the City of Fort Lauderdale, Department of Procurement Services, 100 Andrews Avenue, #619, Fort Lauderdale, FL, 33301.

2.2 One manually signed, or electronically transmitted proposal, via the City's e-bidding site, www.rfpdepot.com. If submitting via U.S. Mail, or other medium, proposer must submit one original, and eight photocopies of the proposal must be sealed in one package and clearly labeled "**REQUEST FOR PROPOSAL FOR WORKER'S COMPENSATION CLAIMS ADMINISTRATION SERVICES**" on the outside of the package. The legal name, address, proposers contact person, and telephone number must also be clearly annotated on the outside of the package.

2.3 **TRANSACTION FEES:** BEGINNING APRIL 1, 2005, THE CITY OF FORT LAUDERDALE, FL WILL USE RFP DEPOT (www.rfpdepot.com) TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. RESPONDING VENDORS AGREE TO PAY TO RFP DEPOT A TRANSACTION FEE OF ONE PERCENT (1%) OF THE TOTAL AWARDED AMOUNT (2% ON AGGREGATED BIDS) OF ALL CONTRACTS FOR GOODS AND/OR SERVICES AWARDED TO THE VENDOR UNLESS STATED OTHERWISE IN THE BID DOCUMENT. TO ASSURE THAT ALL VENDORS ARE TREATED EQUALLY, THE FEE WILL BE PAYABLE WHETHER THE BID/PROPOSAL IS SUBMITTED ELECTRONICALLY, OR BY PAPER MEANS. REFER TO WWW.RFPDEPOT.COM FOR FURTHER INFORMATION

2.4 All proposals must be signed, manually or electronically, by an officer or employee having authority to legally bind the submitting firm/proposer(s).

2.5 Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

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- 2.6 Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the City.
- 2.7 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the City of Fort Lauderdale with the services specified in the proposal.
- 2.8 Additional Information: For additional information concerning the technical specifications contained in this RFP or for information concerning the RFP response procedures contact Director of Procurement Services, Kirk W. Buffington, at (954) 828-5933, or via e-mail at kbuffington@fortlauderdale.gov Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or RFP procedures will only be transmitted by written addendum.
- 2.9 **LAST DATE FOR QUESTIONS:** Any questions proposers wish to be addressed and which might require an addendum must be submitted in writing to the City's Procurement Services Department. The City shall accept written **questions of a material nature until the date and time shown in the RFP schedule.** All questions will be reviewed and an Addendum issued, if applicable, to all proposers who have been issued a copy of the RFP. To expedite receipt and response to these questions, Proposers are requested to send them via electronic mail to Director of Procurement Services, Kirk W. Buffington, kbuffington@fortlauderdale.gov **Respondents may also use the Question/Answer function of the RFP Depot site, available to registered vendors of RFP Depot. (REGISTRATION IS FREE). Visit www.rfpdepot.com**

All inquiries shall include the RFP number, and specify RFP Section number, page and paragraph reference for each question. It is anticipated that an addendum, if needed, will be issued within 2 days of the Last Date for Receipt of Questions.

- 3.0 **CONTRACTOR QUALIFICATIONS/ELIGIBILITY:** In order to meet eligibility requirements for responding to this RFP, Proposers shall provide the City with credentials supporting their prior experience and expertise for the services requested, in accordance with the RFP specifications.

The City reserves the right to inspect Proposers facility, and contact client references in making a determination of Proposers ability and capacity to perform the requirements of the RFP.

- 3.1 **SUB-CONTRACTING:** In the event Proposer considers sub-contracting in the course of performing these services, that information shall be specifically detailed within the proposal response, and all requirements of the Proposer shall be applicable and required of the proposed sub-contractor, and be subject to the City's approval and acceptance. The City reserves the right to approve or disapprove of any sub-contractor candidate in its best interest.

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PART II: RFP SCHEDULE

Release of RFP	March 25th, 2005
Last Date for Questions	April 6 th , 2005
Anticipated Addendum Release, if required	April 7 th , 2005
PROPOSALS DUE:	April 15th, 2005
Evaluation Committee Review of Proposals and Short listing of proposers, if possible	Week of April 25 th , 2005
Review of Clarifications and/or Oral Interviews and Final Ranking of proposers, if required	Week of May 9 th , 2005
Anticipated City Commission Approval of Award to Top Ranked Proposer	June 7 th , 2005
Anticipated Contract Commencement:	August, 2005

Proposers should be aware that the City wishes to complete the RFP process and finalize a Contract Award in accordance with the schedule referenced in the RFP specifications.

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**Request for Proposals
Workers Compensation Claims Administration
Request for Proposal #352 - 9192**

A) Introduction/Overview

1) Purpose/Objective

The City is seeking proposals for third party claims administration services for its self-insurance worker's compensation program. The City carries excess workers' compensation coverage (with a current SIR of \$1,000,000.00 per claim). The claims administrator will provide all specified adjusting services for claims as well as all other required services, such as administrative, managed care, computerized claims/loss statistical information (RMIS) and banking/loss fund reconciliation. The specific required services are outlined in greater detail within this request for proposals.

The City is seeking a Five year contract proposal with two 2-year option periods. Proposals to handle only selected parts will not be considered. It is understood by the successful proposer that all services are to be provided by the proposer's employees and cannot be contracted out to another party without the prior approval of the City. The commencement date of the contract will be August 1, 2005. The City's current claims administrator is Gallagher Bassett. They have been under contract to provide these services since June 1, 2003.

The City has approximately 2,800 employees.

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Scope of Services – Requirements of Proposers -

3.1 PRIOR CLAIM FILES:

All proposers are to assume the complete handling of all pending claims now being handled by our present claims administrator (for dates of loss prior to July 30, 2005). These files totaled 276 claims as of 2/25/2005. The information provided regarding the volume and type of pending claims to be assumed is based on the latest information provided to the City and cannot be guaranteed as to its accuracy. If the amount of prior claim files to be taken over is 25% greater than represented in this RFP, the City will consider a proportionate adjustment to the proposer's flat annual fee. It is the responsibility of the proposer to review prior claim files to determine the additional proposed cost, if any, to take over these files. It is also required that the claim data associated with all claims occurring prior to August 1, 2005 be transferred into the proposers computer information system, so that future loss runs will contain a complete history of all claim years. The transfer of all claims data must be completed by December 1, 2005. The proposer is responsible for specifically indicating in their proposal the fees, if any, for assumption of prior claims and the data conversion. Information on pending claim counts is included in this RFP. At the termination of the contract, the successful proposer shall provide the City with computer tapes or other computer media containing all of the data required by the Insurance Industry Consultants, LLC... Such data shall be made available in a format generally importable into a commonly recognized database for loss statistics.

Obligations Not Terminated by Contract Period – Other than the filing of applications for self-insurance, the successful proposer, at the option of the City, shall be required to provide services on all claims occurring during the contract period and until six months after the termination of the contract (including renewals, extensions or replacements thereof), all legally required reports for the contract period rendered, and all required reports to the Rating Bureaus or other appropriate agencies made. The successful proposer's fee shall include the full consideration for such continuing obligations and, except as noted herein, no additional consideration shall be due for such obligations which extend beyond the contract period.

Claims Administrator will have the ability to provide full service to English, Spanish and Haitian-Creole speaking individuals.

Subrogation Reports – On a semi-annual basis, or as specifically requested by the City, a report shall be provided of all claims for which the claims administrator has pursued (whether successfully or not) subrogation, contribution or indemnity or recovery from special or second injury funds on behalf of the insured. In addition to the data specified in the Basic Report, as applicable, the report should include the following:

- (1) Name of party from whom recovery is sought
- (2) Basis of recovery
- (3) Amount recovered to date
- (4) Estimated amount yet to be recovered

Report on Inactive Open Claims – On a quarterly basis, or as specifically requested by the City's Risk Manager, a report shall be provided listing all open claims for which there has been

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no payment activity in the previous six months' period.

3.2 **WORKERS' COMPENSATION CLAIMS ADJUSTING AND INVESTIGATION SERVICES:**

Upon receipt of all workers' compensation claims, the claims administrator shall perform the following:

- A. The claims manager or supervisor will review all notices of injury received from the City prior to the assignment to an adjuster approved by the City.
- B. Accept or deny all reported claims for employees' injuries on behalf of the City in accordance with the applicable Workers' Compensation Law. The decision to controvert a claim must first be discussed with and approved by the City.
- C. To conduct the required investigations as deemed necessary as it relates to workers' compensation including scene investigations and personal claimant contact on all lost time or light duty cases. Also, all lost time claimants are to have their indemnity check hand delivered by the adjuster once a month. Contact with claimants is to be made within 24 hours of the claims administrator's receipt of the claim.
- D. Subject to the prior approval of, and at the expense of the City, employ outside professionals such as surveillance, rehabilitation, experts and attorneys to assist in the investigation and adjustment of claims. Payment will be made by the claims administrator from the loss fund as an allocated expense.
- E. Review all medical bills and other services for which a claim is being made for reasonableness and conformity to appropriate medical and surgical fee schedules and network discounts.
- F. Coordinate the medical treatment of all claims by setting appointments and authorizing necessary physician referrals and treatments.
- G. Every 30 days provide a report indicating all employees that are not working in a full duty unrestricted capacity.
- H. Every 90 days, submit a full summary report to the City on all claims of the following types:
 - any claim in which an employee is not working full duty
 - total incurred value exceeding \$50,000
 - potentially controverted cases
 - claims in which settlement (washout) is recommended
- I. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation) or other proceedings.
- J. Pay in a timely fashion all claims and expenses from the loss fund account established by the City, which will be maintained by the claims administrator. Fees, interest and civil

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penalties required due to late payments or adjuster mishandling are to be paid by the claims administrator unless caused by late reporting from the City.

- K. Pursue all possibilities of subrogation, liens and recovery from the Special Disability Fund.
- L. The City will approve and assign the attorneys that provide the defense of claims. The claims administrator is to provide the defense attorney a complete copy of the file in question at the time an assignment is made. The claims administrator will provide a monthly report to the City regarding new legal assignments.
- M. The claims administrator will attend workers' compensation hearings and mediations as requested by the City.
- N. The claims administrator will timely report all claims to the City's excess carrier, as required by the carrier's reporting criteria. For any late reporting penalties imposed by the carrier due to late reporting by the claims administrator, the claims administrator will reimburse the City for those amounts, unless late reporting was caused by the City.
- O. The claims administrator will provide all necessary status reports as required by the excess carrier.
- P. The claims administrator will submit quarterly requests to the excess carrier for all payments above each claim's SIR to obtain the proper reimbursement for the City. The reimbursement checks will be forwarded to the City and the amount recovered will be entered into the claims administrator's claims information system.
- Q. Provide all required managed care services as required by Florida Statute 440. with nurses/medical case managers employed by the claims administrator and located in the local claims office. Provide your fees for these services separately, as these fees will be paid as allocated expenses.
- R. The claims administrator will reimburse the City for any penalties or fees generated due to the errors of the claims administrator.

3.3 **STAFFING AND PERSONNEL REQUIREMENTS:**

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

The claims administrator must have a full service claims operation located in Greater Fort Lauderdale area where all claims staff and file handling activities are performed. The City requires that the claims administrator provide either a dedicated office or a dedicated unit within a Greater Fort Lauderdale area located office that contains claims professionals assigned solely to the City's claims.

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The City reserves the right to the final prior approval of the hiring and/or assignment of the claims manager, supervisors and adjusters that are to handle the City's claims.

The required maximum open case loads for adjusters are to be as follows (claims manager should not handle files):

workers' compensation (lost time)	- 125
workers' compensation (medical only)	- 500

The claims administrator agrees to add staff as necessary to maintain these maximum pending caseload levels. Explain how the office or unit will be staffed and explain the level of supervision that will be provided.

Claims personnel must be employees of the claims administrator. The use of independent adjusters, subcontractors or temporary adjusters is not acceptable without prior approval of the City. Adjuster trainees are not acceptable for handling of the City's claims. Additionally, resumes of all claims professionals specifically assigned to this account are to be submitted with this proposal. All claims professionals must possess a current Florida adjuster's license.

3.4 **ADMINISTRATIVE SERVICES:**

The claims administrator will additionally perform the following related services:

- A. State required filings
- B. Loss fund management
- C. Computer generated loss runs and other management reports
- D. Provide an annual SAS 70 audit report

3.5 **STATE REQUIRED FILINGS:**

- A. The claims administrator will prepare and file, on behalf of the City, with the appropriate state agency, all applications required for the City's continued qualification as a self-insurer.
- B. Prepare, maintain, and file all records and reports as may be required by legal authorities (State or Federal).
- C. Prepare, maintain, and file statistical data, records, or reports as required by excess insurers, City's actuaries, and the State.
- D. Prepare, maintain and file statistical information required by workers' compensation rating bureaus, including all data required for the promulgation of the City's experience modification and State assessments. (BSI-17 due March 1 of each year)

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- E. Prepare and file any other reports as required by the City and the State relating to claims experience, payments, etc. (Such as DWC-51, Aggregate Defense Attorney Fee Report due to the State by March 31 of each year)
- F. Successful Contractor/Claims Administrator shall be responsible for complying with all state and other federal rules/regulations and laws in association with and staying compliant as a Third Party Administrator for Self-Insured Plans/Employers such as the City of Fort Lauderdale, FL.

This includes, but is in no means limited to:

This includes, but is in no means limited to:

FL Statue 440, Section 440.134

FL Administrative Code 69L-7.602

Federal Privacy Acts (HIPPA)

Annual Certification/Recertification by the State of Florida/Department of Financial Services (Rules for Self-Insurance regarding Services Companies, LES S1-19)

3.6 **LOSS FUND MANAGEMENT:**

- A. The claims administrator is required to follow Florida law concerning public deposits. Specifically, the claims administrator needs to follow F.S. 237.211(6) and F.S. 280 Security of Public Deposits. Failure to comply with these laws is sufficient cause for the City to terminate the contractual agreement with the claims administrator.
- B. All claims, expense and legal payments will be made by the claims administrator on checks drawn on a separate account set up by the claims administrator and funded monthly by the City in a manner agreed to by both parties. It is understood that all funds in this account are City funds and are to be returned to the City upon request or at termination of this contract.
- C. The claims administrator is responsible for the monthly reconciliation of this account and will provide bank statements to the City monthly.
- D. The monthly reconciliation statement submitted by the claims administrator to the City will include the following:
 - balance at inception of statement period
 - total disbursements which cleared, by date and claimant/payee
 - balance at close of statement period
 -
- E. A list of all checks issued and outstanding

3.7 **COMPUTER LOSS INFORMATION:**

All charges related to these services are to be included in the annual claims administration fee. Any costs associated with programming changes that are necessary to create a report required

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by the City are the responsibility of the claims administrator. Advise what reports can be provided beyond those requested by the City and whether there is an additional charge for these optional reports. Indicate any fees to be charged for the creation of any special reports requested by the City, as necessary. All reports currently provided to the City are required from the successfully selected claims administrator.

All claims data is the property of the City and any data and media will be provided to the City upon request or upon termination of this agreement. All computer notes will be printed out and placed in the files prior to file transfer to a successive claims administrator.

The selected claims administrator, at their expense, will ensure all claims and payment data is included in their loss runs by December 1, 2005. Historical data from our current claims administrator's database cannot be purged. Claims data for all open and closed claims must be transferred.

Loss runs are to be provided on a monthly basis (two copies), policy year, and department/location. Loss runs should list each claim separately. Specific summary reports also must be provided. The following reports are required:

- A. Claims list - lists all claims alphabetically
- B. Check register
- C. Cumulative report by line of coverage by year
- D. Annual summary reports
- E. Location report
- F. Large loss or severity report
- G. Safety report
- H. Excess insurance report
- I. Litigation report
- J. Legal payments report
- K. SAF 200 (OSHA log)

Workers' compensation claims involving no payment or no medical treatment are reported by the City for inclusion in the data base as reporting purpose only (RPO) or first aid or no pay cases and should be identified in the system that way.

The claims administrator must provide the City the ability to dial-in via modem or internet based to the system for file review, e-mail or other purposes at no additional cost to the City. An 800 or other toll-free number is necessary for on-line connections and faxes if the call is outside Broward County. The claims administrator will also provide an 800 or toll-free telephone line for calls from within Broward County.

3.8 **CLAIMS HISTORY:**

The information provided as to current pending claims data is provided by our current claims administrator and is accurate to the best of the City's knowledge. The proposer has the right to contact the present claims administrator to review current files if desired and it is the responsibility of the proposer to confirm the pending claim counts in order to determine any takeover fees. The claims volume breakdown is as follows:

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Pending Claims (as of February 28, 2001)
280

Average Claims per year
480

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EVALUATION & AWARD

EVALUATION AND AWARD CRITERIA

The City’s staff shall conduct an evaluation of all proposers on the basis of the information provided with the proposal and other evaluation criteria as set forth in the RFP.

Evaluation of proposals will be conducted by an Evaluation Committee of qualified City Staff, and other persons selected by the City. The committee will evaluate all responsive and responsible proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals, 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. The committee may determine the need to conduct oral interviews, for clarification purposes only, with the finalists and re-score and re-rank the finalists’ proposals. The City may require additional information and Proposers agree to furnish such information. 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 first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award.

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

Evaluation Factors	Weight
Experience/Qualifications of Proposing Firm	25 pts
Minimum 5 years successful Claims Administration experience with comparable sized municipalities	
Include published studies, work plans, dollar savings identified/ adopted by the agency.	
Please include detailed Loss Runs, reports, and/ or resume of staff having required experience	
Qualifications of Staff	25 pts
Tab 7 of Proposal Response Format	
Approach / Methodology	25 pts
Cost of Services	25 pts
Tab 9, Proposed rates are to be guaranteed annual fees for the first five years (as opposed to per claim time and expense or any other fee proposal). Proposals not containing an all inclusive guaranteed annual fee for five years for all specified services (except managed care), will not be considered. Clearly indicate any charge not included in the proposed annual fee.	
Total	100

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PART III: SPECIAL CONDITIONS

1. RULES AND PROPOSALS: The signer(s) 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 proposer.

2. VARIANCES: While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of the variances taken will be considered in determining proposal responsiveness, and in allocating proposal evaluation points. (See Evaluation & Award, Part V)

3. CONFIDENTIAL INFORMATION AND PUBLIC RECORDS: See General Conditions, 3.15

4. INSURANCE REQUIREMENTS:

INSURANCE REQUIREMENTS: Contractor shall assume full responsibility and expense to obtain all required insurance. Without limiting any of the other obligations or liability of the Contractor, Contractor shall provide, pay for, and maintain in force throughout the contract term and any extension term(s), the insurance coverage's set forth in this section. The Contractor shall furnish original certificates to the City's Purchasing office, and receive approval by the City's Risk Manager, PRIOR to the commencement of any work. Such certificates shall name the City as an ADDITIONAL INSURED.

Notice of cancellation and/or restriction: The policy(s) must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.

1. Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Statutory 440.055
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at phone number (850) 413-1601 or on the web at <http://www.fldfs.com/WC/>

2. 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:

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- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as “Explosion, Collapse and Underground” exclusions – on construction contracts only.

3. 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
Combined Single Limit	\$1,000,000 (Bodily Injury and Property Damage Combined)

Note: Since services may be performed by a wide variety of independent contractors ranging from the one-man business to the large nationally known companies, and since the work or services to be performed will vary from non-hazardous to very hazardous, it may be possible or necessary, with the prior approval of the Risk Management Division, to reduce or increase the aforementioned limits of insurance on specific contracts.

5. SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded under these terms, conditions and specifications shall be sold, transferred, or assigned without the written approval of the City Manager, or designee.

6. ADDITION/DELETION OF SERVICES: The City may require additional services that may not be specifically listed in the RFP. The Contractor agrees to provide such services, and shall provide the City with prices on such additional items based on a formula or method that is the same as, or similar to that used in establishing the prices in this RFP. If the prices or Contractual terms 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 from other vendors.

7. ADMINISTRATION OF CONTRACT: Overall performance under the resultant contract shall be supervised by the Police Department. If at any time during the contract period, performance is deemed to be unsatisfactory, the Contractor upon notification by the City shall take such steps necessary to perform, as per specifications. If at any time, in the opinion of the City, there has been a breach of contract, the Contractor shall be notified and a hearing shall be set for a date within fifteen (30) days of such notice.

At that time, the Chief of Police and Procurement Director, or their designees, shall hear the Contractor and City representatives. The City shall make a determination as to whether or not there have been a breach of contract, and shall direct what further action shall be taken.

If, in the determination of the City, a breach of contract exists the City may terminate the right of the Contractor to proceed under this contract or with such part or parts of the contract as are determined to

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be in default. The City may hold the Contractor liable for any damages caused to the City by reason of such default or termination.

In the event of a termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor shall not be relieved of any liability to the City for damages sustained by the City by reason of any breach of contract by the Contractor. The City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damage due the City from the Contractor is determined.

The Contractor shall not be held liable for damages under this Contract solely for reasons of delay, if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract because of this delay.

8. 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.

If a proposer is considered for award, he/she may be asked to meet with City personnel so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

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

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.

See General Conditions, Section 1.08 for MBE and WBE definitions.

9. SUBSTITUTION OF PERSONNEL: In the event the Consultant wishes to substitute any key personnel for those listed in his proposal, the City shall receive prior notice and shall have the right to review and approve such substitutions.

If the City has reasonable evidence to believe that an employee of the Consultant, working on City property, is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Consultant to resolve the situation to the City's satisfaction. However, the Consultant shall not be required to institute or pursue to completion any action if to do so would violate any law, statute, City ordinance, contract of employment, or union agreement.

10. CONFLICT OF INTEREST: Proposers are required to include a disclosure statement of any potential conflict of interest the firm may have due to other clients, current or former employees,

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contracts or interests associated with this project.

11. 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.

12. LOBBYING ACTIVITIES: Any Proposer submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance C-00-27 may be obtained from the City Clerk's office on the 7th Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301. The ordinance may also be viewed on the City's website at <http://fortlauderdale.gov/documents.htm>

13. VARIANCES: While the City allows Contractors to take variance to the RFP terms, conditions and specifications, the material nature, number and extent of variances taken will be considered in determining proposal responsiveness, and in the award of proposal points.

See SECTION 1.06 of General Conditions.

14. RFP DOCUMENTS: The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under this contract.

15. PROPOSERS' COSTS: The City shall not be liable for any costs incurred by proposers in responding to this RFP.

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16. 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 proposer.

17. RECORDS, AUDITS: The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years.

Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

18. GENERAL CONDITIONS: RFP General Conditions **Form G-107 Rev. 11/04** (GC) are included and made part of this RFP as **Exhibit A**.

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Instructions for Proposal

1) Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

2) Acknowledgment of Insurance Requirements

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's proposal. The insurance requirements are included.

3) Delivery of Proposals

All proposals shall be delivered prior to **2:00 p.m. EDT**, on date and time specified in the RFP Schedule to, or via electronic submittal via www.rfpdepot.com

City of Fort Lauderdale, FL
100 N. Andrews Avenue, Suite #619
Department of Procurement Services
Fort Lauderdale, FL 33301

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PROPOSER/PROPOSAL RESPONSE FORMAT

Tab 1, Title Page

Tab 2, Table of Contents

Tab 3, Management Summary/Letter of Transmittal

Provide a cover letter indicating the underlying philosophy of your firm in providing the service. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, phone/fax numbers, and e-mail addresses.

Tab 4, Request of Proposal

Proposal signature page

Tab 5, Corporate Experience and Capacity

Provide information that documents your firm's qualifications to produce the required outcomes, including its ability, capacity, skill, and financial strength. Include three references from three different government agencies for which you have provided Claims Administration Services, and have been performed within the past five years.

Tab 7, Qualification of Staff

Give the names of individuals who will be assigned to this contract, including their resumes and expand on their experiences in the area they will be serving.

Tab 8, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP.

Tab 9, Cost of Services

Proposed rates are to be guaranteed annual fees for the first five years (as opposed to per claim time and expense or any other fee proposal). Proposals not containing an all inclusive guaranteed annual fee for five years for all specified services (except managed care), will not be considered. Clearly indicate any charge not included in the proposed annual fee.

Tab 10, (or separate cover) Provide Samples of loss runs

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Tab 11, Supplemental Questions

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

- A. Where is your office located?
- B. Number of professional claim staff at that location.
- C. Number of clerical and/or support staff at location.
- D. Name, experience, resume and professional designations of claims manager.
- E. Name, experience, license type, resume and professional designations of any supervisory level employees that will have responsibility for this account.
- F. Name, experience, license type, resume and professional designations of the designated adjusters that will have responsibility for this account.
- G. Advise the current pending case load for each designated adjuster.
- H. What is the current number of monthly new assignments to each adjuster?
- I. Will the award of this contract necessitate an increase in your staff size to meet the City's staffing and caseload requirements and will that be in place by July 30, 2005.
- J. Estimate the percentage of time your adjusters are out of the office doing field work. If all are telephone adjusters, please indicate.
- K. What is your annual employee turnover ratio among adjusters?
- L. What tools do you use to manage adjuster caseloads?
- M. Do you utilize independent contracted adjusters and under what circumstances?
- N. Name, address, phone and contact person for independents you utilize.
- O. Can you provide all the required services with your own personnel?
- P. Do your adjusters receive any continuing education and training? Explain.
- Q. How is communication handled with the client and local operations?
- R. Do you currently file state and excess insurance forms on behalf of your clients? Explain.
- S. Do you have the capability to provide all the loss data reports required? Explain.

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- T. Do you have the ability to transfer the City's prior claims data to your information system by December 1, 2005?
- U. Please describe in detail, including features, your claims management information system.
- V. Is the claims administration software used by your organization the same software that generates customer reporting? Describe the system/software used to generate ad hoc reports?
- W. Can we record our own notes? Are these considered a part of the file?
- X. Explain any fees proposed for managed care (medical case management, bill review, and UR and rehabilitation services). These are not to be included in the annual fee proposed. If you use a subcontractor which firms do you use?
- Y. Explain, in detail, any deviation from the services or fee structure type required, specifically indicating any services you cannot perform. Specifically indicate what you consider as allocated expenses and therefore not included in your annual fee proposed amount.
- Z. What is the average turnaround time of the payment of medical bills?
- AA. Describe your banking procedures and requirements for loss fund payments?
- BB. How will you measure whether there is effective delivery of services to the client during the term of the contract?
- CC. Do you have any written performance standards in place? If so, please provide us with a copy of these standards, if not; are you willing to implement mutually agreed performance standards?
- DD. What do you, as the vendor expect of the City during the transition and implementation phase? How do you propose to get to know us?

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 Department. The CITY may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 **BIDDER ADDRESS:** The CITY maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The CITY reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the CITY.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the CITY for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the CITY's terms, conditions, and specifications. By receiving a bid, CITY does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the CITY. If any bid contains material variances that, in the CITY's sole opinion, make that bid conditional in nature, the CITY reserves the right to reject the bid or part of the bid that is declared, by the CITY as conditional.
- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The CITY of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in it's purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

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

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

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

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The CITY will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the CITY is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the CITY is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a CITY RFP, whose Proposal is deemed by the CITY, the most advantageous to the CITY after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the CITY.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the CITY.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the CITY.
 The following terms may be used interchangeably by the CITY: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; CONTRACTOR or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the CITY. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the CITY in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and CITY staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the CITY to determine if the model bid meets the CITY's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the CITY.
- 3.04 TAXES:** The CITY of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the CONTRACTOR will furnish the CITY's needs as they arise.
- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the CITY. In such cases, the CITY will be receptive to any unit that would be considered by qualified CITY personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the CITY, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the CITY to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The CITY will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Department immediately. Such notification must be received by the Procurement Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the CITY will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the CITY within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the CITY and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the CITY may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the CITY may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the CITY may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The CITY reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the CITY of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the CITY to verify the recycled content. The CITY prefers packaging consisting of materials that are degradable or able to be recycled. When specifically 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, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by CITY in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the CITY will treat all materials received as public records. 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 agents, against any loss or damages incurred by any person or entity as a result of the CITY's treatment of records as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has CITY elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and CITY Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the CITY's bidder lists and prohibition from engaging in any business with the CITY.

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

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

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

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the CONTRACTOR shall within fifteen (15) working days after notification of award, furnish to the CITY a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the CITY of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the CITY thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the CITY, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the CITY and issued in favor of the CITY of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior CITY approval of the requirements to draw against the Letter of Credit.

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at CONTRACTOR's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the CITY's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All CITY Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the CITY. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The CITY will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after CITY receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the CONTRACTOR as a result of any discussions with any CITY employee. Only those communications which are in writing from an authorized CITY representative may be considered. Only written communications from CONTRACTOR's, 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 CONTRACTOR's.
- 5.07 **INDEPENDENT CONTRACTOR:** The CONTRACTOR is an independent CONTRACTOR under this Agreement. Personal services provided by the Proposer shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the CONTRACTOR.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CITY of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by CONTRACTOR under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the provisions of this Agreement, the CITY may upon written notice to the CONTRACTOR terminate the right of the CONTRACTOR to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the CONTRACTOR liable for any damages caused to the CITY by reason of such default and termination. In the event of such termination, any completed services performed by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property and the CONTRACTOR shall be entitled to receive equitable compensation for any work completed to the satisfaction of the CITY. The CONTRACTOR, however, shall not be relieved of liability to the CITY for damages sustained by the CITY by reason of any breach of the Agreement by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the amount of damages due to the CITY from the CONTRACTOR can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The CITY reserves the right, in its best interest as determined by the CITY, to cancel contract by giving written notice to the CONTRACTOR thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the CITY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The CONTRACTOR shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the CITY's Internal Auditor. The CONTRACTOR agrees to make available to the CITY's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful CONTRACTOR shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The CONTRACTOR shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the CITY are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the CONTRACTOR's cost in providing the required items or services, then the CONTRACTOR may request adjustments to the costs to the CITY to reflect the changed circumstances. The circumstances must be beyond the control of the CONTRACTOR, and the requested adjustments must be fully documented. The CITY may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the CITY will reserve the following options:
1. The contract can be canceled by the CITY upon giving thirty (30) days written notice to the CONTRACTOR with no penalty to the CITY or CONTRACTOR. The CONTRACTOR shall fill all CITY requirements submitted to the CONTRACTOR until the termination date contained in the notice.

2. The CITY requires the CONTRACTOR to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the CITY, in its interest and in its sole opinion, determines that the CONTRACTOR in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the CITY reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the CONTRACTOR in default and disqualifying him for receiving any business from the CITY for a state period of time.

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

- 5.17 **ELIGIBILITY:** If applicable, the CONTRACTOR must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the CITY.
- 5.18 **PATENTS AND ROYALTIES:** The CONTRACTOR, without exception, shall indemnify and save harmless the CITY and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the CITY. If the CONTRACTOR uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** CONTRACTOR shall not transfer or assign the performance required by this ITB without the prior written consent of the CITY. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the CITY Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PROPOSAL SIGNATURE PAGE

TO: The CITY of Fort Lauderdale, FL

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated in all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specification requirements.

Proposal submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: _____
(Legal Registration)

(CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.151 <http://www.dos.state.fl.us/doc/>)

Address: _____

CITY: _____ State: _____

Telephone No. _____ FAX No. _____

E-MAIL: _____

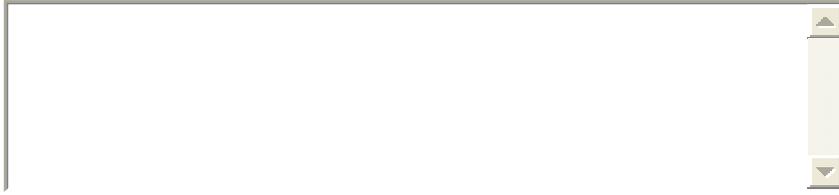
Does your firm qualify for MBE or WBE status in accordance with Section 1.08 of General Conditions? MBE WBE

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

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or refer to the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variances or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no variances are contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variations: _____



Tab 11, Supplemental Questions

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

A. Where is your office located?

B. Number of professional claim staff at that location.

C. Number of clerical and/or support staff at location.

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

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

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

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

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

I. Will the award of this contract necessitate an increase in your staff size to meet the City's staffing and caseload requirements and will that be in place by July 30, 2005.

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

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

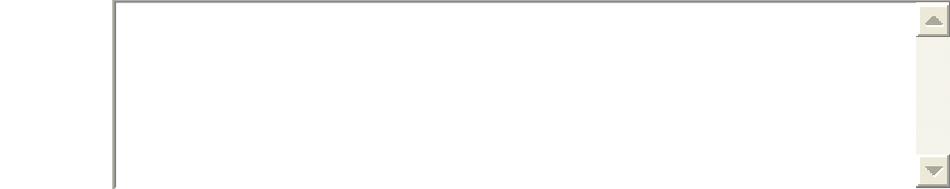
L. What tools do you use to manage adjuster caseloads?

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

N. Name, address, phone and contact person for independents you utilize.

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

- P. Do your adjusters receive any continuing education and training? Explain.

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

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

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

- T. Do you have the ability to transfer the City's prior claims data to your information system by December 1, 2005?

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


- V. Is the claims administration software used by your organization the same software that generates customer reporting? Describe the system/software used to generate ad hoc reports?
- W. Can we record our own notes? Are these considered a part of the file?
- X. Explain any fees proposed for managed care (medical case management, bill review, and UR and rehabilitation services). These are not to be included in the annual fee proposed. If you use a subcontractor which firms do you use?
- Y. Explain, in detail, any deviation from the services or fee structure type required, specifically indicating any services you cannot perform. Specifically indicate what you consider as allocated expenses and therefore not included in your annual fee proposed amount.
- Z. What is the average turnaround time of the payment of medical bills?
- AA. Describe your banking procedures and requirements for loss fund payments?

BB. How will you measure whether there is effective delivery of services to the client during the term of the contract?

CC. Do you have any written performance standards in place? If so, please provide us with a copy of these standards, if not; are you willing to implement mutually agreed performance standards?

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