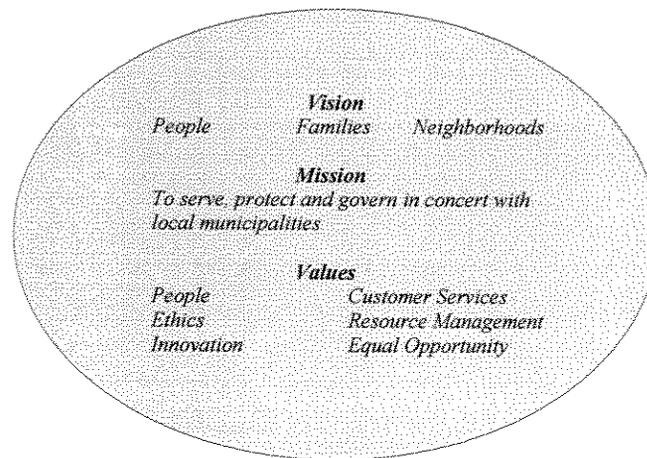


FULTON COUNTY



REQUEST FOR PROPOSAL NO 08RFP60782-YC

Employee Healthcare Benefits Plan

For

Finance Department

RFP ISSUANCE DATE: March 10, 2008

RFP DUE DATE AND TIME: 11:00 A.M., April 18, 2008

PURCHASING CONTACT: Malcolm Tyson at (404) 730-5811

E-MAIL: malcolm.tyson@co.fulton.ga.us

LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE

130 PEACHTREE STREET, S.W., SUITE 1168

ATLANTA, GA 30303

View All (1 of 1) : Document submitted successfully

RFP - 999- 08RFP60782-YC- 1- New- Final

Action Menu

Copy Line Select Line

First Prev Go To Next Last



Procurement Folder : 60782

Create Vendor Notification :

Commodity Description :

Amendment Number :

Schedule of Events :

Item Shipping :

Published Date :

Terms and Conditions :

Item Specifications (Handling) :

Published Time :

Evaluation Criteria :

Item Specifications (Details) :

Let Date : 03/12/2008

Evaluation Criteria (Points) :

Commodity Terms and Conditions :



Amendment History :

Commodity Attachments :

Close Date : 04/18/2008



Document Attachments :

Close Time : 11:00

Publish Vendor List :

Public Bid Opening Date : 04/18/2008



Public Bid Opening Time : 11:00

Top

Edit Print Copy Forward Close

Menu

RQN - 999- 0307080000000000173- 1- New- Final

Action Menu

Load Vendor List Ship/Bill To Lines



▼General Information

Document Name :		PCard ID :	
Record Date :	03/07/2008	PCard Exp :	
Budget FY :	2008	Procurement Folder :	60782
Fiscal Year :	2008	Procurement Type ID :	1
Period :	3	Tracking Number :	
Document Description :	Healthcare Benefits Plan	Warehouse :	
Document Short Description :		Total of Header Attachments :	0
		Total of All Attachments :	0
Actual Amount :	\$50,000.00		
Closed Amount :	\$0.00		
Closed Date :			

- ▶Contact
- ▶Extended Description
- ▶Additional Information
- ▶Default Shipping/Billing
- ▶Document Information

Top

Edit	Print	Copy Forward	Close
------	-------	--------------	-------

Menu

REVISION

ADVERTISEMENT ANNOUNCEMENT

To: Lisa, Sharon and File

From: Malcolm Tyson 

Date: 3/7/2008

LENGTH OF ADVERTISEMENT: One (1) weeks

PROJECT #: 08RFP60782-YC

PROJECT TITLE: Employee Healthcare Benefits

SCOPE OF WORK: Fulton County Government ("County") is seeking qualified firms to provide Employee Healthcare Benefits Services.

USER DEPT: Finance

FEE: N/A

BID BOND: N/A

PRE-PROPOSAL CONFERENCE: March 21, 2008 at 1:30 P.M.

DUE DATE: April 18, 2008

CONTACT INFORMATION:

Malcolm Tyson at 404-730-5811 or e-mail at malcolm.tyson@co.fulton.ga.us.

PLEASE INCLUDE ANY MANDATORY REQUIREMENT INFORMATION IN THE ADVERTISEMENT: N/A

**Employee Healthcare Benefits Plan
REQUEST FOR PROPOSALS
TABLE OF CONTENTS**

Section/Page

SECTIONS 1-11

1.0	INTRODUCTION	1-1
1.1	Purpose.....	1-1
1.2	Project Description.....	1-1
1.3	Background.....	1-2
1.4	Current Benefits Program	1-4
1.5	Proposed Benefits Program	1-14
1.6	Purchasing the RFP.....	1-15
1.7	Pre-Proposal Conference.....	1-15
1.8	Proposal Due Date.....	1-15
1.9	Delivery Requirements.....	1-15
1.10	Contact Person and Inquiries.....	1-16
1.11	Questionnaire.....	1-16
1.12	RFP Time Table.....	1-17
2.0	INSTRUCTIONS TO PROPOSERS	2-1
2.1	Procurement Process.....	2-1
2.2	Contract/Definitions.....	2-1
2.3	No Contact During Procurement Process	2-2
2.4	Clarification & Addenda.....	2-3
2.5	Term of Contract	2-4
2.6	Required Submittals.....	2-4
2.7	Proposal Evaluation	2-4
2.8	Disqualification of Proposers.....	2-4
2.9	Reserved Rights.....	2-5
2.10	Applicable Laws	2-5
2.11	Minimum Participation Requirements for Prime Contractors.....	2-5
2.12	Insurance and Risk Management Provisions	2-5
2.13	Accuracy of RFP and Related Documents.....	2-5
2.14	Responsibility of Proposer	2-6
2.15	Confidential Information	2-6
2.16	County Rights and Options	2-6
2.17	Cost of Proposal Preparation and Selection Process.....	2-8
2.18	Termination of Negotiation	2-8
2.19	Wage Clause.....	2-9
2.20	Additional or Supplemental Information.....	2-9
2.21	Reporting Responsibilities.....	2-9
2.22	Georgia Security and Immigration Compliance Act.....	2-10
3.0	PROPOSAL REQUIREMENTS	3-1

**Employee Healthcare Benefits Plan
REQUEST FOR PROPOSALS
TABLE OF CONTENTS**

		Section/Page
3.1	Submission Requirements	3-1
	3.1.1 Proposal Submission Date and Submittal Format.....	3-1
	3.1.2 Number of Copies	3-2
3.2	Overview of Proposal Requirements.....	3-2
3.3	Scope of Work.....	3-2
3.4	Technical Proposal Format and Content.....	3-2
3.5	Cost Proposal Format and Content.....	3-5
4.0	EVALUATION CRITERIA.....	4-1
4.1	Proposal Evaluation Criteria.....	4-2
5.0	PROPOSAL FORMS	5-1
5.1	Introduction	5-1
5.2	Proposal Forms	
	5.2.1 Form A - Certification Regarding Debarment	
	5.2.2 Form B - Non-Collusion Affidavit of Bidder/ Offeror	
	5.2.3 Form C - Certificate of Acceptance of Request for Proposal Requirements	
	5.2.4 Form D - Disclosure Form and Questionnaire	
	5.2.5 Form E - Declaration of Employee-Number Categories	
	5.2.6 Form F – Georgia Security and Immigration Contractor Affidavit and Agreement	
	5.2.7 Form G – Georgia Security and Immigration Subcontractor Affidavit	
6.0	CONTRACT COMPLIANCE REQUIREMENTS	
6.1	Non-Discrimination in Contracting and Procurement	
6.2	Required Forms and EBO Plan	
	6.2.1 Exhibit A - Promise of Non-Discrimination	
	6.2.2 Exhibit B – Employment Report	
	6.2.3 Exhibit C – Schedule of Intended Subcontractors	
	6.2.4 Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Service	
	6.2.5 Exhibit E – Declaration Regarding Subcontracting Practices	
	6.2.6 Exhibit F – Joint Venture Affidavit	
	6.2.7 Exhibit G – Prime Contractor/Subcontractor Utilization Report	
7.0	INSURANCE AND RISK MANAGEMENT PROVISIONS	

**Employee Healthcare Benefits Plan
REQUEST FOR PROPOSALS
TABLE OF CONTENTS**

Section/Page

8.0 SAMPLE CONTRACT
 8A Legal Contract Issues 1

9.0 EXHIBITS
 Exhibit 1 – Required Submittal Checklist
 Exhibit II- Mandatory Requirements
 Exhibit III - Confirmations

10.0 QUESTIONNAIRE
 10A - Medical Questionnaire
 10B - Pharmacy Questionnaire
 10C – Vision Questionnaire
 10D – Dental Questionnaire

11.0 Finalist Round

SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia ("County") is seeking qualified firms to provide employee and retirees healthcare benefits plan administration services.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award Employee Healthcare Benefits Plan to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

Since the current benefit contracts expire at the end of calendar year of 2008, Fulton County has decided to conduct a market assessment of the services provided under this arrangement.

Fulton County has issued this Request for Proposal (RFP) to identify vendors best suited to provide group medical, prescription drug, dental, vision, EAP, and Mental Health/Substance Abuse services for the specified employees and retirees. The new program has been designed to empower employees to become more involved in their health care decisions and provide them the level of resources, information and support necessary to work with their providers to select the best course of treatment. The foundation of this strategy is to improve quality of care and achieve long term savings through greater control over discretionary spending and utilization of preventive services. Fulton is seeking a strategic partnership with vendor(s) with whom it can collectively own and deliver on the following goals:

- Offer a rewards program that is perceived by employees and retirees to be competitive
- Provide employees and retirees choice, while also ensuring that all options are high quality and affordable
- Educate employees as to the true cost of healthcare
- Encourage wellness and preventive care through the integration of all health care programs
- Offer and encourage active participation in the health management programs
- Administer a Health Reimbursement Account (HRA) also referred to as an Account Based Plan (ABP).

A significant, but not sole basis of the award, will be that the awarded firm will commit contractually to provide the specified package of services in accordance with Fulton's requirements. Fulton is highly committed to the selection of a vendor partner that supports its strategy of sponsoring high quality, high value, and cost-effective, patient-oriented care. The overall evaluation of the proposals will focus on the following key criteria:

- An organization that demonstrates its willingness to accommodate the unique needs of Fulton's population and management structure through creative and flexible claim processing functions, administrative support, and superior customer service;
 - An organization that is able to integrate current Fulton resources and utilize said resources to accomplish Fulton initiatives;
 - The ability to provide a broad spectrum of managed health care services, preferably with very minimal network disruption;
 - Demonstrate an ongoing commitment to innovation and improvement to on going consumer-centric initiatives; for instance cost quality controls that improve point of care decision making, that affects quality of care to plan members;
 - The ability to work with other "best-in-breed" solutions and provide a high degree of integration with other plan components and vendors;
 - Provide a competitive cost structure commensurate with desired service requirements not only at inception but over the life of the agreement;
 - A positive track record of helping employers control future expenditures (Fixed retention costs and variable claim costs);
 - Proactive program interfaces that target high cost and highly utilized benefit provisions with programs in areas such as disease management, utilization management, and case management;
 - A willingness to propose specified levels of performance guarantees for customer service and quality, especially ease of access, claim payments and network service;
- A management information system and evaluation capability which will clearly support Fulton's requirement for cost and service-related claims data;
- A demonstrated level of performance and a track record of cost-effective impact on costs for clients of similar size and industry (government) to Fulton;
 - A proven record in effective implementation of health content, educational tools, and the administration of Health Reimbursement Arrangements (HRA).

-
- A proven ability to administer participant-centric plan designs and choice options including HRA account balance tracking, design flexibility, incentive/reward program integration, Flexible Spending Account (“FSA”) integration, and reporting;
 - Point-of-sale technology including debit card interfaces with HRA balances, on-line tools for procedure pricing and prescription drug pricing and cost-savings suggestions;
 - Administrative service functions, related fees and guarantees; and
 - Net savings to Fulton from the provider network discounts and administrative fees.
 - Ability to administer, manage, and support Retiree Medical Savings Account outlined in section 6.4.

Fulton realizes the development and implementation of these plans will require a significant effort in planning and careful execution. This endeavor provides an opportunity for Fulton and the organization(s) selected to administer/insure the plans to establish a mutually rewarding relationship. It is important that all participants have the willingness and ability to enter into this venture with a commitment to excellence in the administration of the plans.

1.3 BACKGROUND

1.3.1 Fulton County, Georgia (“County”) is one of the largest and most prominent counties in the State of Georgia. The Fulton County Board of Commissioners is responsible for providing health care to the County’s active and retired employees. Currently, the County provides health care for over 7,500 active and retired employees and their eligible dependents.

1.3.2 Fulton County currently utilizes Blue Cross Blue Shield of Georgia to administer its medical plans and CIGNA Healthcare to administer its pharmacy coverage under a self-insured risk-sharing arrangement. Through this arrangement, the County offers several medical options to its active and retired employees and their eligible dependents, as follows:

A health maintenance organization (HMO), which is offered to all active employees and retirees, regardless of their age at enrollment

A comprehensive medical plan (PPO), which is offered to all active employees and retirees under the age of 65

A comprehensive medical plan (PPO Plus), which is offered to all retirees under the age of 65 who retired prior to January 1, 1992

A Medicare Health Insurance Indemnity plan, which is offered to retirees over the age of 65 who elect Medicare coverage

1.4 Current Benefits Program

Fulton currently provides its eligible employees with two plan options. A current SPD can be found in the attachments. The medical plans are administered by BCBSGA and the pharmacy is administered by CIGNA Pharmacy.

Summarized below are the key plan provisions for actives.

Covered Benefit	HMO (Active Employees)	PPO (Active Employees) In-Network	PPO (Active Employees) Out-of-Network
Out of Pocket Limit per Calendar year (in addition to Deductible)	Not Applicable	Individual- \$1,500 Family-\$3,000	
Lifetime Maximum Benefits	Unlimited	\$1,000,000	
Calendar Year Deductible (In-Network and Out-of-Network Combined)	Not Applicable	Individual- \$200 Family-\$400	
Coinsurance	Not Applicable	80%	60%
Hospital (semi-private room or ICU/CCU)	\$50 Copay	80%	60%
Hospital services and supplies (x-ray, lab, anesthesia, etc.)	100%	80%	60%
Physician services (surgery, anesthesia, radiology, pathology)	100%	80%	60%
Outpatient Surgery (Facility charges only)	\$50 Copay	80%	60%
Outpatient lab, X-ray and Anesthesia Services	100%	80%	60%
Outpatient Physician Services (surgery, anesthesia, radiology, etc)	100%	80%	60%
Emergency Room	\$50 Copay (waived if admitted)	80%	80%
Accidental Injury (Outpatient Services) Outpatient services rendered with 14 days of an accident	Not Applicable	100% (not subject to calendar year deductible)	100% (not subject to calendar year deductible)
Hospital Charges	Not Applicable	\$50	\$50
Ambulance	Not Applicable	80%	80%
Surgeon's Charges; Lab X-ray and Other Diagnostic Tests; Physician's Office Visits	Not Applicable	80%	60%
Second Surgical Opinion – Voluntary	Not Applicable	100% (not subject to the Deductible)	100% (not subject to the Deductible)

Covered Benefit	HMO (Active Employees)	PPO (Active Employees) In-Network	PPO (Active Employees) Out-of-Network
Primary Care Physician/Outpatient Surgery in Physicians Office, Immunizations, Periodic Health Assessment, Well-Child Care	\$20 Copay	80%	60%
Specialist Physician (needs PCP referral), Outpatient Surgery in Physicians Office	\$20 Copay	80%	60%
Maternity Care (first visit only)	\$20 Copay	80%	60%
Maternity Services (includes pre- and post-natal and delivery)	Not Applicable	\$50	\$50
Delivery	\$50 Copay	Included in Maternity Services	Included in Maternity Services
Birthing Centers	Not Applicable	80%	80%
Pap Smear/Mammogram (if performed in Physician's office)	\$20 Copay	80%	60%
Prostate Exam	\$20 Copay	80%	60%
Physical Assessment	Not Applicable	80%	60%
Routine Immunizations; Annual Gynecology Tissue Exam; Mammogram Screening; Prostate Exam	Not Applicable	80%	60%
Child Wellness (services covered from birth through age five)	Not Applicable	80% (not subject to the Deductible)	60% (not subject to the Deductible)
Allergy office visits, shots, serum, testing	\$20 Copay	80%	60%
Allergy Testing, Shots and Serum	Not Applicable	80%	60%
Pre-admission Testing	Not Applicable	80%	60%
Therapy (Respiratory 40 visits per calendar year; Occupational/ Physical Therapy 60 visits combined per calendar year; Speech Therapy 30 visits per calendar year; Chiropractic Care 20 visits per calendar year)	\$20 Copay	80%	80%
Speech Therapy-30 visits per calendar year	Not Applicable	80%	60%
Chiropractic Care-\$1,000 calendar year maximum	Not Applicable	80%	80%
Physical Therapy- 60 visits per calendar year	Not Applicable	80%	80%
Respiratory Therapy	Not Applicable	80%	80%
Home-Health Care Services (120 visits per calendar year)	100%	80%	80%
Hospice Care Services (\$10,000 Lifetime Max)	100%	80%	80%
Skilled Nursing Facility (120 days per calendar year)	100%	80%	80%
Durable Medical Equipment (\$1,500 calendar year maximum)	100%	80%	80%

Covered Benefit	HMO (Active Employees)	PPO (Active Employees) In-Network	PPO (Active Employees) Out-of-Network
External Prosthetic Appliances (When medically necessary)	100%	80%	80%
Hearing Aid Benefit (\$2,000 calendar year maximum)	100%	80%	80%
Mental Health and Substance Abuse Treatment	In-patient-100%	Inpatient*-80%	Inpatient*-60%
Inpatient/Outpatient 30 days per calendar year maximum; Partial Hospitalization counts toward 30-day inpatient benefit; Intensive Outpatient counts toward 30-day visit outpatient benefit	Outpatient-\$20 Copay	Outpatient-80%	Outpatient-60%
	Intermediate/Alternative Care- 100%	Intermediate/Alternative Care- 80%*	Intermediate/Alternative Care- 60%*
		*Inpatient and Intermediate/Alternative Care requires prior authorization	*Inpatient and Intermediate/Alternative Care requires prior authorization

Fulton also provides an indemnity plan for retirees.

Summarized below are the key plan provisions.

Covered Benefit	HMO (For Retired Employees over or under Age 65)	PPO (Retired Employees Under Age 65) In-Network	PPO (Retired Employees Under Age 65) Out-of-Network
Out of Pocket Limit per Calendar year (in addition to Deductible)	Not Applicable	Individual- \$1,500 Family-\$3,000	
Lifetime Maximum Benefits	Unlimited	\$1,000,000	
Calendar Year Deductible (In-Network and Out-of-Network Combined)	Not Applicable	Individual- \$200 Family-\$400	
Inpatient Per Admission Deductible (Non-Preferred Hospital)	Not Applicable	Not Applicable	Not Applicable

Covered Benefit	HMO (For Retired Employees over or under Age 65)	PPO (Retired Employees Under Age 65) In-Network	PPO (Retired Employees Under Age 65) Out-of-Network
Coinsurance	Plan pays 100% of maximum allowable charges for most services (Unless Otherwise Specified)	80%	60%
Hospital (semi-private room or ICU/CCU)	100%	Not Applicable	Not Applicable
Hospital services and supplies (x-ray, lab, anesthesia, etc.)	100%	Not Applicable	Not Applicable
Physician services (surgery, anesthesia, radiology, pathology)	100%	Not Applicable	Not Applicable
Outpatient Surgery (Facility charges only)	100%	Not Applicable	Not Applicable
Outpatient lab, X-ray and Anesthesia Services	100%	Not Applicable	Not Applicable
Outpatient Physician Services (surgery, anesthesia, radiology, etc)	100%	Not Applicable	Not Applicable
Emergency Room (Outpatient)	\$50 Copay (waived if admitted)	80%	80%
Accidental Injury (Outpatient Services) Outpatient services rendered with 14 days of an accident	Not Applicable	100% (not subject to calendar year deductible)	100% (not subject to calendar year deductible)
Hospital Charges	Not Applicable	80%	60%
Ambulance	100%	80%	80%
Surgeon's Charges; Lab X-ray and Other Diagnostic Tests; Physician's Office Visits	Not Applicable	80%	60%
Second Surgical Opinion – Voluntary	Not Applicable	100% (not subject to the Deductible)	100% (not subject to the Deductible)
Primary Care Physician/Outpatient Surgery in Physicians Office, Immunizations, Periodic Health	\$15 Copay	Not Applicable	Not Applicable

Covered Benefit	HMO (For Retired Employees over or under Age 65)	PPO (Retired Employees Under Age 65) In-Network	PPO (Retired Employees Under Age 65) Out-of-Network
Assessment, Well-Child Care			
Specialist Physician (needs PCP referral), Outpatient Surgery in Physicians Office	\$15 Copay including Chlamydia Screening Test	Not Applicable	Not Applicable
Maternity Care (first visit only)	\$15 Copay	Not Applicable	Not Applicable
Maternity Services (includes pre- and post-natal and delivery)	Not Applicable	80%	60%
Delivery	100%	Not Applicable	Not Applicable
Birth Centers	Not Applicable	80%	80%
Pap Smear/Mammogram (if performed in Physician's office)	\$15 Copay	Not Applicable	Not Applicable
Prostate Exam	\$15 Copay	80%	60%
Physical Assessment	Not Applicable	Not Covered	Not Covered
Routine Immunizations; Annual Gynecology Tissue Exam; Mammogram Screening; Prostate Exam	Not Applicable	80%	60%
Child Wellness (services covered from birth through age five)	Not Applicable	80% (not subject to the Deductible)	60% (not subject to the Deductible)
Allergy office visits, shots, serum, testing	\$15 Copay	Not Applicable	Not Applicable
Allergy Testing, Shots and Serum	Not Applicable	80%	60%
Pre-admission Testing	Not Applicable	80%	60%
Therapy (Respiratory 40 visits per calendar year; Occupational/Physical Therapy 60 visits combined per calendar year; Speech Therapy 30 visits per calendar year; Chiropractic	\$15 Copay	Not Applicable	Not Applicable

Covered Benefit	HMO (For Retired Employees over or under Age 65)	PPO (Retired Employees Under Age 65) In-Network	PPO (Retired Employees Under Age 65) Out-of-Network
Care 20 visits per calendar year			
Speech Therapy-30 visits per calendar year	Not Applicable	80%	60%
Chiropractic Care-\$1,000 calendar year maximum	Not Applicable	80%	80%
Physical Therapy- 60 visits per calendar year	Not Applicable	80%	80%
Respiratory Therapy	Not Applicable	80%	80%
Home-Health Care Services (120 visits per calendar year)	100%	80%	80%
Hospice Care Services (\$10,000 Lifetime Max)	100%	80%	80%
Skilled Nursing Facility (120 days per calendar year)	100%	80%	80%
Durable Medical Equipment (\$1,500 calendar year maximum)	100%	80%	80%
External Prosthetic Appliances (When medically necessary)	100%	80%	80%
Hearing Aid Benefit (\$2,000 calendar year maximum)	100%	80%	80%
Mental Health and Substance Abuse Treatment	In-patient-100%	Inpatient*-80%	Inpatient*-60%
Inpatient/Outpatient 30 days per calendar year maximum; Partial Hospitalization counts toward 30-day inpatient benefit; Intensive Outpatient counts toward 30-day visit outpatient benefit	Outpatient-\$20 Copay	Outpatient-80%	Outpatient-60%

Covered Benefit	HMO (For Retired Employees over or under Age 65)	PPO (Retired Employees Under Age 65) In-Network	PPO (Retired Employees Under Age 65) Out-of-Network
	Intermediate/Alternative Care- 100%	Intermediate/Alternative Care- 80%*	Intermediate/Alternative Care- 60%*
		*Inpatient and Intermediate/Alternative Care requires prior authorization	*Inpatient and Intermediate/Alternative Care requires prior authorization

The below are three other benefits provided to retirees.

Covered Benefit	PPO Plus (Retired Employees Under Age 65) In-Network	PPO Plus (Retired Employees Under Age 65) Out-of-Network	Medicare Health Insurance Plan (Retired Employees Over Age 65)
Out of Pocket Limit per Calendar year (in addition to Deductible)	Individual- \$1,500 Family-\$3,000		Not Applicable
Lifetime Maximum Benefits	\$1,000,000		\$1,000,000
Calendar Year Deductible (In-Network and Out-of-Network Combined)	Individual- \$200 Family-\$400		Individual- \$100 Family-\$200
Inpatient Per Admission Deductible (Non-Preferred Hospital)	\$100 Copay – This applies only to MH/SA admissions and does not count toward the Out-of-Pocket Limit	Not Applicable	Not Applicable
Coinsurance	90%	80%	Plan pays 100% of maximum allowable charges for most services (Unless Otherwise Specified)
Hospital (semi-private room or ICU/CCU)	Not Applicable	Not Applicable	100%
Hospital services and supplies (x-ray, lab, anesthesia, etc.)	Not Applicable	Not Applicable	100%

Covered Benefit	PPO Plus (Retired Employees Under Age 65) In-Network	PPO Plus (Retired Employees Under Age 65) Out-of-Network	Medicare Health Insurance Plan (Retired Employees Over Age 65)
Physician services (surgery, anesthesia, radiology, pathology)	Not Applicable	Not Applicable	100%
Outpatient Surgery (Facility charges only)	Not Applicable	Not Applicable	100%
Outpatient lab, X-ray and Anesthesia Services	Not Applicable	Not Applicable	Not Applicable
Outpatient Physician Services (surgery, anesthesia, radiology, etc)	Not Applicable	Not Applicable	Not Applicable
Emergency Room (Outpatient)	90%	90%	100%
Accidental Injury (Outpatient Services) Outpatient services rendered with 14 days of an accident	100% (not subject to calendar year deductible)	100% (not subject to calendar year deductible)	Not Applicable
Hospital Charges	90%	80%	Not Applicable
Ambulance	90%	90%	100%
Surgeon's Charges; Lab X-ray and Other Diagnostic Tests; Physician's Office Visits	90%	80%	Not Applicable
Second Surgical Opinion – Voluntary	100% (not subject to the Deductible)	100% (not subject to the Deductible)	Not Applicable
Primary Care Physician/Outpatient Surgery in Physicians Office, Immunizations, Periodic Health Assessment, Well-Child Care	Not Applicable	Not Applicable	100%
Specialist Physician (needs PCP referral), Outpatient Surgery in Physicians Office	Not Applicable	Not Applicable	100%
Maternity Care (first visit only)	Not Applicable	Not Applicable	Not Applicable
Maternity Services (includes pre- and post-natal and delivery)	90%	80%	Not Applicable

Covered Benefit	PPO Plus (Retired Employees Under Age 65) In-Network	PPO Plus (Retired Employees Under Age 65) Out-of-Network	Medicare Health Insurance Plan (Retired Employees Over Age 65)
Delivery	Not Applicable	Not Applicable	Not Applicable
Birthing Centers	80%	80%	Not Applicable
Pap Smear/Mammogram (if performed in Physician's office)	Not Applicable	Not Applicable	100%
Prostate Exam	90%	80%	100%
Physical Assessment	Not Covered	Not Covered	Not Applicable
Routine Immunizations; Annual Gynecology Tissue Exam; Mammogram Screening; Prostate Exam	90%	80%	Not Applicable
Child Wellness (services covered from birth through age five)	90% (not subject to the Deductible)	80% (not subject to the Deductible)	Not Applicable
Allergy office visits, shots, serum, testing	Not Applicable	Not Applicable	100%
Allergy Testing, Shots and Serum	90%	80%	Not Applicable
Pre-admission Testing	90%	80%	Not Applicable
Therapy (Respiratory 40 visits per calendar year; Occupational/ Physical Therapy 60 visits combined per calendar year; Speech Therapy 30 visits per calendar year; Chiropractic Care 20 visits per calendar year)	Not Applicable	Not Applicable	100%
Speech Therapy-30 visits per calendar year	90%	90%	Not Applicable
Chiropractic Care-\$1,000 calendar year maximum	90%	90%	Not Applicable
Physical Therapy- 60 visits per calendar year	90%	90%	Not Applicable
Respiratory Therapy	90%	80%	Not Applicable

Covered Benefit	PPO Plus (Retired Employees Under Age 65) In-Network	PPO Plus (Retired Employees Under Age 65) Out-of-Network	Medicare Health Insurance Plan (Retired Employees Over Age 65)
Home-Health Care Services (120 visits per calendar year)	90%	90%	100%
Hospice Care Services (\$10,000 Lifetime Max)	90%	90%	100%
Skilled Nursing Facility (120 days per calendar year)	90%	90%	100%
Durable Medical Equipment (\$1,500 calendar year maximum)	90%	90%	100%
External Prosthetic Appliances (When medically necessary)	90%	80%	100%
Hearing Aid Benefit (\$2,000 calendar year maximum)	90%	90%	100%
Mental Health and Substance Abuse Treatment	Inpatient*-80%	Inpatient*-60%	In-patient-100%
Inpatient/Outpatient 30 days per calendar year maximum; Partial Hospitalization counts toward 30-day inpatient benefit; Intensive Outpatient counts toward 30-day visit outpatient benefit	Outpatient-80%	Outpatient-60%	Outpatient-\$20 Copay
	Intermediate/Alternative Care- 80%*	Intermediate/Alternative Care- 60%*	Intermediate/Alternative Care- 100%
	*Inpatient and Intermediate/Alternative Care requires prior authorization	*Inpatient and Intermediate/Alternative Care requires prior authorization	

Below are copays associated with the pharmacy plan.

Covered Benefit	Retail Copay	Mail Order Copay
Generic	\$7	\$15

Preferred	\$20	\$40
Non-Preferred	\$35	\$75
Self-administered injectibles	\$50	\$100

1.5 Proposed Benefit Program Offering and Strategy

1.5.1 Proposed Strategy

For all active employees, Fulton intends to offer the same health care program (medical and Rx) to all of its employees. Fulton would like to offer the same HMO plan, but offer an appealing account based plan alongside.

1.5.2 Retiree Strategy

1.5.3 Retirees and employees will have a one-time election between the traditional retiree medical program and a Retiree Medical Savings Account (RMSA). The traditional retiree medical plan will have the same design as the active plan design.

1.5.4 Each employee who elects this option will receive an opening account balance as of the effective date January 1, 2009. Active employees will earn a contribution credit each year as well as investment earnings based on a fixed percentage (exact percentage to be determined but expected to be between 4-5%). The employees will vest in the account once they meet the plan's retirement eligibility criteria. If an employee terminates employment prior to vesting, the account balance will be set to zero. We expect to have special rules for employees who are disabled, die, part-time status, return to work, or on leave, but those decisions have not been finalized.

1.5.5 For retirees, the account balance will earn an investment credit each year, but the account will also be adjusted for amounts paid. Upon retirement, no future employer contribution credits will be credited to these accounts.

1.5.6 We will provide you with the opening account balance at plan inception and each year provide you with contribution credits and investment crediting rates each year.

1.5.7 After retirement, RMSA participants can elect to remain covered under the Fulton County retiree health programs (and pay 100% of the cost for the program), a spouse's employer healthcare plan or can elect to be covered under a private insurance program.

1.5.8 Retirees can pay for a number of costs from their RMSA. They can use their RMSA to pay premium costs. We are also looking at allowing retirees to use the RMSA to pay other costs such as deductibles and co-pays. In our RFP, we do ask about your

capability to allow other costs from the account.

1.5.9 The Fulton County Retiree Health Plan provides an account based healthcare option. Employees who select the ABP option may have an HRA that can be used for plan costs after retirement. The provider will need to administer both the HRA and RMSA. Retirees can continue to select the account based healthcare alternative, although they will pay the full cost for this alternative. There will be plan rules developed that determine how the RMSA and HRA will coordinate with each other.

1.6 Purchasing the RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **3/21/2008 at 1:30 P.M.** in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.8 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **4/18/2008 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be

responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, **Malcolm Tyson, Assistant Purchasing Agent, malcolm.tyson@co.fulton.ga.us, Fax (404) 335-5808, 130 Peachtree Street, S.W., Suite 1168, Atlanta, GA 30303.** Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

1.11 Questionnaire

1.11.1 The request for proposal will be posted on the Internet at <http://www.fultoncountyga.gov> under "Bid Opportunities". If you have difficulty downloading the RFP please contact Malcolm Tyson at (404) 730-5811.

All information needed is included in this Word Document with the exception of claims data, census, and claims extract for repricing.

The census will be provided via secure email after the RFP is accepted by the vendor.

Claims and the current SPD and Benefits information will be available for download on the Fulton County website.

The claims extract will be made available to Finalist vendors only.

1.11.2 Instructions on how to answer the questionnaire are provided below.

- **All questions** - there will always be a text box for comments, regardless of the question type (e.g., Yes/No).
- **Questions requiring a text response** - Submit your answer in the text space provided or after the question is submitted. Where the question includes a bulleted list of sub-topics, be sure to address each of these topics in your response. **Questions must be answered in the space provided; answers provided in the form of attached documents, in lieu of answering in the space provided, will NOT be reviewed.** Additional attachments may be used to supplement answers, but not in place of direct answers.

- **Answer all questions in the word document and save as a .doc file. Do not save as a PDF**
- **Yes/No questions and multiple choice questions** - Select the appropriate response. If more than one answer is acceptable, the question will so indicate. Comments and information may be provided in the text box.
- **Questions with sub-questions** - For questions which have sub-questions designated "a)", "b)" and so forth, answer each sub-question separately. There will be just one text box for the overall question, so you must begin your answer to each sub-part with "a)", "b)", etc., each followed by your answer.
- **All questions must be answered** - Blank responses to individual questions, whether in text boxes or table format, are not acceptable. If information is not available or not applicable, say so explicitly in the text box.
- **Questions specific to relevant office.** All questions must be answered specific to the office or operational unit that will perform services for Fulton. For example, claim operations performance statistics (payment accuracy, etc.) should reflect only, and entirely, the office that will provide services for Fulton.
- **Be sure to maintain proper numbering of questions and answers as this will aid Fulton in the scoring of responses.**
- **Questions not answered will result in a score of 0 for that question.**
- **Sections skipped will result in a 0 for that section.** The exception for vendors quoting on specific lines of coverage.
- **Answer all questions with a brief and to the point response.**
- **Many answers will be scored relative to the other responses, succinct and informative answers are desired.**
- **Vendors are asked to provide 5 printed and bound copies of the RFP to**

1.12 RFP Time Table

The timeline for the bid process is as follows:

Task	Completed By
Deloitte Consulting releases RFP	3/12/2008

Task	Completed By
Vendors provide intent to bid	3/14/2008
Bidders provide written inquiries	3/19/2008
Vendors bidders conference	3/21/2008
Deloitte Consulting provides bidders with responses	3/26/2008
Proposals are due to Fulton County no Later than 11:00 A.M EST	4/18/2008
Finalist Vendors Notified	5/16/2008
Finalists' interviews	Week of 5/26/2008
Award of business (Pending Board Approval)	7/1/2008
Program effective date	1/1/2009

The "County" reserves the right to modify the dates on the above table as deemed necessary.

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **4/4/2008 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be

submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing and Contract Compliance

Attn: Malcolm Tyson

Public Safety Building

130 Peachtree Street S.W. Suite 1168

Atlanta GA 30303

Email: malcolm.tyson@co.fulton.ga.us

Fax: 404-335-5808

RE: 08RFP60782-YC; Employee Healthcare Benefits Plan

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options.

2.6 REQUIRED SUBMITTALS

See **Exhibit 1** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from Finance and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard.

Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for

interviews and presentations.

- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In

addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.19 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Gail Molock, or designated representative of the department.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

(1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public

employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:

- (a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.
 - (b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.
- (2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:
- (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
 - (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
 - (c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 5, Proposal Forms for declarations and affidavits.

FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

Employee Healthcare Benefits Plan

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.

-
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
 9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage.

-
- Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
 19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
 21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
 22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.

-
24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.
 25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
 26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
 27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
 29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
 30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or

designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **April 18, 2008 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP # 08RFP60782-YC
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP 08RFP60782-YC
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

3.3.1 Fulton County seeks proposals for its self-insured benefit plans. Please provide your proposal response based on the following scenarios:

Funding

Self-Insured

The administrator will administer the plans under a self-insured arrangement.

Plans

Medical

Actives:

Please provide quote(s) on the projected medical plans. The proposed medical plans for actives are the Account Based Plan (HRA) and the HMO. Please note that the proposed HMO differs from the current HMO. The proposed HMO changed the inpatient, outpatient, and emergency room copays from \$50 to a 10% coinsurance. Furthermore, an out of pocket maximum was added.

Retirees:

The Retiree benefit plans will remain the same as they are on the current plans.

However, retirees will now have the option of choosing the proposed HMO offered to Actives as well as the ABP. Proposers should note that retiree benefits cannot be altered and must be quoted as is. Furthermore Proposals must encompass Active and Retiree populations.

Prescription Drug

Please provide quote(s) on the current prescription drug plan for the HMO. The ABP prescription drugs will be subject to the coinsurance of the ABP option, 10%. The retirees will have the prescription drug plan of the HMO unless they enroll in the ABP.

Dental

Please provide quote(s) on the current dental plan.

Vision

Currently Fulton's vision plan is a \$200 dollar fund to purchase frames, lens, lens options, or contact disposable or conventional. Currently, a participant cannot use this fund on multiple visits but must use the entire fund at one single visit or the forfeit whatever is left. Fulton would like the plan to be changed so this fund could be used at the discretion of the participant with no penalty for not using the entire fund at one office visit. This fund would not rollover to the next year. For further plan design information please see the Exhibit A: Fulton County Proposed Plan Designs.doc.

EAP & Mental Health/Substance Abuse

Please provide quote(s) on the current EAP and mental health/substance abuse plan.

If you cannot duplicate the current benefits, please match them as closely as possible and indicate any deviations from the current plan design.

Fulton desires this service to be integrated with the medical plans and not carved out.

Proposers are encouraged to quote on all benefit programs however separate quotes for individual lines of coverage will also be reviewed.

3.3.2 RETIREE MEDICAL SAVINGS ACCOUNT

Expectations:

We expect the following services to be provided as part of this RFP:

Recordkeeping for the RMSA balances: We will establish criteria that you will follow in the development of investment earnings, determination of allowable costs, and payment of RMSA balances to either healthcare providers, plan participants or to employer plans.

Communication: Vendor will be able to communicate RMSA account balance information on no less than quarterly basis.

Management Reports on a monthly basis: We will mutually determine the format of the management reports to allow Fulton County the ability to account for this fund liability.

Employee/Retiree Call Center: We expect that the healthcare call center will be able to answer administrative questions related to the RMSA based on agreed upon procedures.

3.3.3 RMSA Questionnaire

3.3.3.1 Provide a detailed work plan of how you expect to implement this solution for Fulton County.

3.3.3.2 Are you willing to provide assurances that the effective date will be met?

3.3.3.3 Please provide a list of standard management reports that you provide. Are these reports Web based?

3.3.3.4 Are you willing to assume fiduciary responsibility to the extent you exercise fiduciary acts?

3.3.3.5 Describe your customer service model related to providing RMSA services?

3.3.3.6 Provide a comprehensive list of performance standards that you will adhere to.

3.3.3.7 Describe the system you will utilize for administration of the program including security, web functionality, disaster recovery, etc.

3.3.3.8 Based on the plan provisions and requirements, please comment on any characteristics that will pose challenges for your firm to administer this plan.

3.3.3.9 What type of payments from the RMSA will you be able to administer? The main categories will be premiums, and co-pays and/or deductibles. We do not anticipate allowing the RMSA to cover costs that would not typically be paid from the Fulton County Retiree Healthcare Program.

3.3.3.10 Describe the actual reimbursement process that a plan participant would need to undergo.

3.3.3.11 From your perspective, can payments be made directly to healthcare providers or will payments be made to plan participants?

3.3.3.12 How will plan participants (both actives and retirees) be able to see their account balances under the RMSA? Will these balances be available on-line? We anticipate that statements will be mailed out each quarter unless a plan participant elects not to receive a statement via mail.

3.3.3.13 We anticipate that some retirees will choose other healthcare options. What communication material will you provide that will discuss the various options that retirees have at retirement or eligibility for Medicare.

3.3.3.14 How many clients to you currently administer an RMSA like vehicle for 2008? 2009?

3.3.3.15 We expect that for a number of years, we will be entitled to the Medicare Part D subsidy even though some retirees may pay the full cost of coverage. What services do you perform to assist in the determination of actuarial equivalence under Medicare Part D and are those services included in your fees?

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

Section 2 – Project Plan

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.
3. Description of project deliverables.

**Section 3 – Project Team Qualifications/ Qualifications of Key Personnel
[Required]**

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Benefits Project Manager.
2. All proposed key personnel must have at least a minimum of three (3) years work experience in providing Employee Healthcare Benefits Administration.
3. The Benefits Plan Manager must have a minimum of five (5) years experience in providing Employee Healthcare Benefits Administration.
4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Experience
 - Relevant Training
 - Courses completed during past five (5) years
 - Previous Work Experience
 - Include two (2) references for each key personnel member on similar projects.
 - Include the role and responsibilities that each key personnel member will perform on this project.
5. Describe any unique or dedicated staffing plan you propose for servicing the Fulton account.
6. Describe your communication support you will provide Fulton throughout the plan year. Can you conduct health fairs at key Fulton locations?
7. For proposed key account team members, including an implementation specialist, that have day to day responsibility for the Fulton account, briefly explain their time commitments to other accounts during implementation and afterwards, if they should continue to be assigned to Fulton.
8. Provide a proposed implementation plan including key dates for a 1/1/2009 effective date. Specify where subcontractors will be involved in the process, and indicate their roles and efforts.
9. If you subcontract any of your services, explain any contractual provisions you have in place to ensure client service delivery issues (or implementation issues) are resolved in a timely manner?

Section 4 – Relevant Project Experience

Identify three (3) clients/accounts where the Proposer has performed service to at least 3 entities comparable to Fulton County within the past three (3) years.

Such entities include cities and/or counties which provide similar benefits to Fulton County's proposed benefits. Regarding Medical Proposers, specifically demonstrate cities or counties that have implemented Account Based Plans (HRAs). Limit your response to one (1) page per client/account; please provide:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

Please provide five references.

Company/Organization:

Covered Lives (Employees):

Industry:

Contact Person:

Title:

Section 5 – Proposer Financial Information [Required]

Proposers financial statements will be reviewed. The review will focus on the Proposer's Statement of Income, Balance Sheet and Cash Flow Statements.

The following documentation and statements are required. Failure to provide the required submittals shall result in your firm receiving a "Fail" for the 'Financial Responsibility' criteria for the Proposal Evaluation Criteria provided in Section 4.

Financial Statement/Capability

In order for the County to complete its financial review the following documentation is requested:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.

Section 6 - Availability of Key Personnel [Required]

- (1) Percentage of time key personnel will spend on this project
- (2) Current workload of key personnel

Section 7- Location of Firm [Required]

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference points of ten (10) points the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

1. Copy of occupational tax certificate (business license);
2. Copy of a lease or rental agreement;
3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference.

3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

**SECTION 4
EVALUATION CRITERIA**

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

A selection committee composed of members from the Finance Department and the Purchasing Staff shall review and rank the proposals and make recommendations to the Board of Commissioners for award of the contract. Determinations shall be based on the following considerations:

Medical Initial Round Evaluation Criteria	Weight
Availability of Key Personnel	5%
Qualifications of Key Personnel	5%
Relevant Project Experience	5%
Local Preference	10%
Financial Responsibility	5%
RMSA	15%
Questionnaire	55%
TOTAL POINTS	100%

Medical Finalist Round Evaluation Criteria	Weight
Availability of Key Personnel	5%
Qualifications of Key Personnel	5%
Relevant Project Experience	5%
Local Preference	10%
Financial Responsibility	5%
Cost	20%
Networks	20%
Site Visit/Interviews	30%
TOTAL POINTS	100%

Pharmacy Evaluation Criteria	Weight
Availability of Key Personnel	5%
Qualifications of Key Personnel	5%
Relevant Project Experience	5%
Local Preference	10%
Financial Responsibility	5%
Cost	30%
Questionnaire	40%
TOTAL POINTS	100%

Dental Evaluation Criteria	Weight
Availability of Key Personnel	5%
Qualifications of Key Personnel	5%
Relevant Project Experience	5%
Local Preference	10%
Financial Responsibility	5%
Cost	30%
Questionnaire	40%
TOTAL POINTS	100%

Vision Evaluation Criteria	Weight
Availability of Key Personnel	5%
Qualifications of Key Personnel	5%
Relevant Project Experience	5%
Local Preference	10%
Financial Responsibility	5%
Cost	30%
Questionnaire	40%
TOTAL POINTS	100%

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Form A - Certification Regarding Debarment

Form B - Non-Collusion Affidavit of Bidder/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

Form E - Declaration of Employee-Number Categories

Form F - Georgia Security and Immigration Contractor Affidavit/Agreement

Form G – Georgia Security and Immigration Subcontractor Affidavit

5.2 PROPOSAL FORMS DESCRIPTION

The following paragraphs present an overview of each Proposal Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form A, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit of Bidder/Offeror

The Proposal shall include a copy of Proposal Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form C, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

5.2.4 Disclosure Form and Questionnaire

Proposer shall complete and submit Form D, which requests disclosure of business and litigation.

5.2.5 Declaration of Employee-Number Categories

Proposer shall complete and submit Form E, which requests the employee-number category applicable to your company.

5.2.6 Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit Form F, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

5.2.7 Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit Form G, Subcontractor Affidavit.

FORM A: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) ***Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or

associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) Causes for Suspension. The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a

part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2007

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices # _____ to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

FORM D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from

engaging in any type of business practice, or otherwise eliminating any type of business practice; and

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most

recent filings with the Securities and Exchange Commission (“SEC”) may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2007

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2007

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your organization:

- 500 or more employees
- 100 or more employees
- fewer than 100 employees

Organization Name: _____

I certify that the above information is true and correct and that the classification noted is applicable for this Project.

Signed: _____

Printed: _____

Title: _____

Date: _____

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit. The affidavit should be executed by Contractors with 500 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).