# THE CITY OF EAST MOLINE HEALTH BENEFIT PLAN



### REQUEST FOR PROPOSAL

### **TITLED**

### HEALTH INSURANCE THIRD PARTY ADMINISTRATIVE & NETWORK SERVICES

DATE OF ADVERTISEMENT: July 9, 2010

PROPOSALS TO BE RECEIVED BY 4 PM: August 9, 2010

### NOTICE REQUEST FOR PROPOSAL

### CITY OF EAST MOLINE HEALTH BENEFIT PLAN

### HEALTH INSURANCE THIRD PARTY ADMINISTRATIVE & NETWORK SERVICES

The City of East Moline's Health Care Planning Committee ("HCPC") requests proposals from any prospective Proposer for the above captioned subject.

### PROPOSALS ARE DUE August 9, 2010.

Sealed proposals will be received until August 9, 2010 at 4 P.M. (Central Time) in the city of East Moline Finance Department, 915 16<sup>th</sup> Avenue, East Moline, Illinois 61244. No proposals will be accepted after 4 P.M. on the above-scheduled due date. All proposals faxed, or electronically transmitted to the City of East Moline will be deemed non-responsive, rejected and returned to the Proposer. Proposals transmitted by U. S. Mail or other delivery will be considered only when said proposals are submitted at the time fixed for receiving said proposals. The HCPC does not guarantee that proposals received by mail or other delivery will be received in time for the scheduled due date and time.

A total of (2) copies of the Request for Proposal, must be submitted, one (1) original signature set and (1) copy. One original set of the Cost Proposal documentation shall be submitted in the envelope. Proposals received in a format that is different from that described in this Request for Proposal will not be accepted.

All proposals shall conform to all the terms and conditions of this Request for Proposal, as stated in this document. Failure to conform to the terms and conditions of the Request for Proposal will render the proposal non-responsive and ineligible for further consideration.

Questions regarding this Request for Proposal may be addressed to Jeffrey A. Scarpinato, HCPC Insurance Advisor (<u>jscarpinato@holmesmurphy.com</u>).

An electronic Copy of the Request for Proposal questions may be obtained from Mr. Scarpinato. No fee is required for the Request for Proposal. The City assumes no responsibility for a Request for Proposal sent through the U. S. Mail.

The City reserves the right to accept any Request for Proposal or any parts thereof or to reject any and all Request for Proposals. A successful Proposer will be required to comply with all applicable Federal and State of Illinois Equal Opportunity Regulations as required.

### I. SCOPE OF WORK

### A. OVERVIEW/GENERAL SCOPE OF WORK

The City of East Moline's Health Care Planning Committee (HCPC) was established in 1998 consisting of the following:

- 2 Members of Fraternal Order of Police (FOP)
- 2 Members of International Association of Fire Fighters (IAFF)
- 2 Members of AFSCME
- 4 Management Representatives
- 1 Human Resource Director
- 1 Insurance Clerk

The committee sets the parameters of the city's health insurance benefits for deductibles, co-insurance, third party administer, wellness programs, etc. The committee has autonomy for everything except employee and retiree premium contributions of which are determined through negotiations.

The plan year runs from January 1 through December 31. The plan is self-insured and the current third party administrator is Health Alliance and the Stop Loss Carrier is ING. The City has approximately 150 employees and 100 retirees covered under its medical/Rx plan. The plan has 525 covered lives excluding the 85 Medicare eligible retirees.

The City's Plan presently has two tiers (single and family).

### **Coverage Requested:**

We are requesting a medical/Rx proposal from your organization that matches the City's existing plan with anticipated plan design changes required by PPACA. (See the attached Summary Plan Description and Census).

#### **Third Party Administration Requirements:**

Limited provider disruption
Strong network discounts
Competitive administrative fees
Match existing plan design
Reinsurance proposals are not required in this proposal (to be conducted in the fall)

#### **B. TIMETABLE**

<u>Proposer's should be prepared to make presentations to HCPC members the week of August 16, 2010</u>. The presentations will consist of an overview of your response to the RFP and a question and answer session.

The final recommendation will be presented to the HCPC committee the week of August 23.

The vendor should expect to begin planning work in September for an effective date of January 1, 2011.

### II. COST PROPOSAL

The Proposal shall include labor, materials, equipment, supplies and expertise necessary to provide the services as outlined in the Request for Proposal.

The Proposal shall include the costs for the following services. A three year rate guarantee is requested:

Claims Administration
Utilization Review
Health Info Line
Case Management
HIPAA Administration
COBRA Administration
Repricing Fee
Network Fee
Drug Card
Disease Management/Predictive Modeling

Please clearly identify what services, if any, you do not provide within your proposal. For services provided, please clearly outline the cost of each or indicate if it is included in other fees.

The Proposer is required to submit one (1) original set of the Cost Proposal with signature. The Cost Proposal must be clearly marked as such.

## III. VENDOR QUALIFICATIONS

The Proposer must demonstrate that it has been in business for a minimum of five (5) consecutive years and has a minimum of one (1) year of experience in the services required in Section I, *Scope of Work*.

The following elements must be included in each TPA proposal:

Description of Company Experience References Legal Requirements Answers to Questionnaire

The submittal requirements for each of these elements follow. Please note that proposals must include the information requested here in the manner specified. If the information is not included in the manner specified, the proposal will be considered non-responsive and may be eliminated from consideration.

#### A. DESCRIPTION OF COMPANY

The Proposer shall describe its company on one 8 1/2" x 11" page. The following data is to be included:

Name of company; if a joint venture, name of joint venture with affiliates;

Address of corporate headquarters and Quad City Area location, if differing;

Telephone, Email, Website and fax number for Quad City Service Location;

Form of company; i.e. sole proprietor, partnership, corporation;

Provide the Federal Employer Identification number (FEIN);

Date company formed; date incorporated if a corporation;

Company principals including President, Chairman, VPs, COO, CFO, general manager(s);

Licenses (provide a copy of all licenses and/or permits required to do business in the State of Illinois)

The Proposer will disclose any pending acquisitions or divestitures that could impact this contract.

### **B. EXPERIENCE**

The Proposer will provide a listing of other government agencies or private entities for which similar work has been performed by the Proposer (i.e., provide name of entity, address, phone number, email, contact person, and brief description of project). The Proposer will provide detail regarding experience performing TPA services of comparable scope to the work outlined in Section I of this Request for Proposal. This information must also be provided for any and all subcontractors.

### C. REFERENCES

The proposal shall include the names, addresses and phone numbers of at least three non-affiliated references (reference letters may also be included) for financial and managerial performance.

### D. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City that all persons regardless of race, color, religion, sex or national origin shall have maximum practicable opportunity to participate in the performance of contracts or subcontracts.

# IV. QUESTIONNAIRE

Network
1. Complete Network Disruption Analysis with Provided Spreadsheet.
2. Indicate % of Inpatient contracts by methodology:
Per Diem:
DRG:
Case Rates:
% off Charges:
3. Are you outpatient fees based on RBRVS? If yes, what year? Are they GPCI adjusted? What
% of Medicare in Quad City Region?
4. Is your network exclusive to your TPA?
5. What is your 2009/2010 target per member per month (PMPM) medical cost for your network?
6. What was your historic PMPM medical cost for the PPO network in the Quad City Area?
2009
2008
7. What was your average inpatient discount in the Quad City Area?
2009
2008
8. What was your average outpatient discount in the Quad City Area?
2009
2008
9. What was your average physician discount in the Quad City Area?
2009
2008
10. What is your average contracted facility discount in the Quad City Area?
2009
2008
11. Are you willing to place guarantees on provider discounts attained? Please provide the
structure of the guarantee.
Claim Services
12. Where would the primary claim-paying unit be located for the City?
13. For the above mentioned office, what was your average claim turnaround time in calendar
days for:
2009
2008
14. For the above-mentioned office, what was your claim payment procedural accuracy
percentage for?
2009
2008
15. For the above-mentioned office, what was your claim payment financial accuracy percentage
for?
2009
2008
16. For the above-mentioned office, what percentage of claims were automatically electronically
adjudicated in:
2009
2008
17. For which services and to who, do you outsource the following:
Mental health
Prescription drug
Laboratory

Network management Utilization management Subrogation Other services? 18. Identify the supervisor-to-claims examiner ratio. 19. Are claims processors also responsible for answering telephones? 20. Under what circumstances do you deny or pend a claim for COB investigation? 21. Do you produce EOBs for zero pays? **Utilization Review Services** 22. To what extent do you involve the patient and/or family in the review process? Be Specific. 23. What percent of all cases are reviewed by a physician and what determines whether a physician becomes involved? 24. Describe your review criteria for: Medical necessity for proposed care Medical necessity for admission h. Necessity for continued stay c. d. Length of stay Mental health care (inpatient and outpatient) e. Chemical dependency treatment (inpatient and outpatient) f. Necessity for surgical procedures (inpatient and outpatient) g. Case management h. Outpatient services 25. Describe how your UR system is integrated with claim payment. 26. How do you define case management? 27. What is your fee structure? Do you charge on a monthly or case rate? **Member Services** 28. Please provide results from the following surveys for both 2009 and 2008. Member satisfaction Provider satisfaction 29. What are your weekday and weekend hours of operation for telephone member services? 30. What provision do you have for handling after-hours telephone calls or emergency requests? 31. What was the 2009 and 2008 telephone average speed of answer? Member Line Provider Line Combined Medical/Utilization Review Line 32. What was the 2009 and 2008 telephone abandonment rate? Member Line Provider Line Combined Medical/Utilization Review Line 33. Do members have email access to customer service? 34. Describe the staffing of the City of East Moline member services team (number of processors, number of other accounts in unit, etc.). 35. What is your staffing ratio of member services representatives to client employees?

36. Identify the supervisor-to-member services representative ratio.

39. Who is the provider of your web-based health information?

systems when additional information is received?

**Customer and Consumer Tools** 

37. Does the member services staff have the ability to make online corrections to the claim

38. Are provider directories available on your website? How often are they updated?

- 40. What wellness information, such as guides and nutritional information, is available online?
- 41. What value added services are provided (ie. Hearing Aid discounts)?
- 42. Do you have disease-specific information online?
- 43. Are your medical web tools interactive, i.e., do they provide members with specific questions to ask their doctors based on diseases/symptoms with input by the member?
- 44. Does your website provide market and average network pricing for procedures?
- 45. Can members request ID cards on your website?
- 46. Can the employee view his/her dependent claims on the website?
- 47. Describe the information available to employees regarding claim activity for each of their participating dependents.
- 48. How quickly are claims processing information available on the website?
- 49. Can members print EOBs from the website?
- 50. How often are employee statements mailed?

If any of these processes or services described above are not included in your standard pricing, please note.

**NOTE**: Please provide the website address where we can demo the tools that are available to members.

### **Management Information**

- 51. Who would have primary account management responsibility for the City of East Moline?
- 52. Please provide a sample of your utilization management reports.
- 53. Are these reports paper or web-based?
- 54. Are these reports available on a monthly or quarterly basis?
- 55. What ad hoc capabilities are available on your website?
- 56. Utilization and paid claims will be required on a monthly basis by the 15<sup>th</sup> of the month. Please confirm that you can accommodate this requirement.
- 57. Will these reports be available online? Will they be in a downloadable format that can be manipulated (such as Excel)?
- 58. The City tracks claims in numerous ways, including actives, COBRA participants, retirees, over and under 65, for example. Please confirm that you can accommodate this type of claim tracking.
- 59. The City has stop loss coverage with ING. Are there any fees associated with coordinating with this stop loss vendor?
- 60. Describe your banking arrangements and requirements, including any mandatory deposits.
- 61. Define the criteria under which you would re-evaluate the rates, fees and factors.

### Communication & Administration

- 62. What communication materials are included in your pricing? Please be very specific.
- 63. What enrollment meeting support do you provide? Is it included in your pricing?
- 64. What is your recommended communications method for employees who cannot attend enrollment meetings?
- 65. What is your deadline to receive eligibility in order for you to guarantee that ID cards will be received before the effective date?
- 66. Do you handle the creation of a SPD? What is the timeframe of draft to printed copy?

- 67. Please provide an estimated implementation timeline assuming a 1/1/11 effective date.
- 68. Please include a draft of your Standard Administrative Services Agreement.
- 69. Do you offer Performance Guarantees? If so, please provide the guarantee with this proposal.

### Prescription Drug - PBM

- 70. Currently, the City utilizes a PBM (Walgreens Rx) that handles all Medicare Part D reimbursement filings. Can your PBM either coordinate Medicare Part D filings or allow a carve out of the Rx program so that the City may retain its relationship with Walgreens Rx?
- 71. List the discounts off AWP your PBM offers for retail and mail order both generic and retail.
- 72. What rebates does your PBM offer?
- 73. Describe your Drug Utilization Review (DUR) procedures.
- 74. What prescription drug pricing and alternative information is available on your website?
- 75. Is the formulary on your website?
- 76. How often does your formulary change?
- 77. Complete the Rx Claims Analysis provided and submit the spreadsheet.
- 78. Does your pharmacy website always provide generic alternative information when generics are available?
- 79. Does your pharmacy website always list drug interactions and caveats when showing alternative drugs?
- 80. Does your website automatically provide mail order direction and pricing when a member does a search for information on maintenance drugs?
- 81. What is the turnaround time for a mail service prescription?
- 82. Do you provide a courtesy call to the member if there are any delays in filling a mail order prescription request?

Please note: Failure to provide the information as required above may render your proposal non-responsive and may result in disqualification.

## V. INSURANCE REQUIREMENTS

The Proposer, at its sole expense and prior to <u>engaging upon the work agreed to be done</u>, shall procure, maintain and keep in force during the entire term of the Agreement such required insurance. The specific type(s) and amount(s) of coverage of this Agreement are specified below. The City must be named as an additional insured party on every insurance certificate for this Agreement in respect to Commercial General Liability.

<u>Workers' Compensation Insurance</u> in the statutory amount and Employer's Liability Insurance in an amount not less than \$1,000,000.

(b) Commercial General Liability Insurance
Bodily Injury - \$1,000,000 each occurrence; \$1,000,000 aggregate
Property Damage - \$500,000 each occurrence; \$500,000 aggregate
Errors & Omissions - \$1,000,000 each occurrence; \$1,000,000 aggregate

### **PROVISIONS**

The Proposer and all Independent/Subcontractor's Insurance coverage shall be primary insurance as respect to the City.

Any insurance or self-insurance maintained by the City shall not contribute to the Proposer's insurance.

The insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the Risk Manager of the City.

Insurance (workers' compensation - general liability) is to be placed with insurers authorized to do business in the State of Illinois with Best's rating of no less than A: covering all operations under this contract. Exceptions to this clause are at the discretion of the City.

Proposers and Independent/Subcontractors shall furnish the City with certificate(s) of insurance and with original endorsements affecting coverage required by this clause. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate(s) and endorsements are to be received and approved by the City. The City reserves the right to require complete certified copies of all required insurance policies at any time.

The City shall have no responsibilities whatsoever to Proposer with respect to any insurance coverage, its procurement or the absence thereof.

Proposers and Independent/Subcontractors expressly understand and agree that any insurance protection furnished by the Proposer hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the Provision of this Agreement.

The City maintains the right to modify, delete, alter or change these requirements. The insurer shall agree to waive all the rights of subrogation (workers' compensation - general liability) against the City for losses arising from this Agreement.

### VI. PROPOSAL DOCUMENT

Proposals will be received by the Insurance Clerk of the City in accordance with the conditions set forth herein. The requirements for the Proposal Document are addressed in the following two parts:

Format and Preparation, Submission

Proposals must be organized according to the outline presented in this Request for Proposal. Proposers are advised that proposals must be well-ordered, detailed, comprehensive and clear to ensure a thorough evaluation.

### A. FORMAT AND PREPARATION

Proposers must follow the following format and preparation requirements to be considered responsive to this Request for Proposal.

#### **Format**

Each proposal shall be submitted in an 8 1/2" x 11" format with fold outs used as necessary. The cover shall clearly state the project title and the Proposer's name. The Proposer may designate those portions of the proposal which contain trade secrets or other proprietary data which must remain confidential.

### Preparation

Each Proposer shall furnish the information required by this Request for Proposal. Proposals for supplies or services other than those specified will not be considered unless authorized by the Request for Proposal. Each Proposer must state a definite time for performance of services unless otherwise specified in the Request for Proposal.

The Proposer shall execute <u>one</u> (1) <u>original</u> signature set, and <u>one</u> (1) <u>copy</u>, of the proposal. The corporate seal shall be affixed to the one original signature set. In the event the proposal is executed by other than the president, a certified copy of that section of the corporate by-laws or other authorization by the corporation which permits the person to execute the offer for the corporation shall be attached to the proposal.

If Proposer is a partnership, all partners shall execute (1) <u>original</u> signature set, and <u>one (1) copy</u>, of the proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority must be submitted to the satisfaction of the City HCPC.

If Proposer is a sole proprietor, Proposer shall execute (1) <u>original</u> signature set, and <u>one (1) copy</u>, of the proposal.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name must be registered with the Illinois County in which located, as provided in 805 ILCS 405/0.01.

### **B. SUBMISSION**

All Proposers must submit two (2) proposals, including <u>one</u> (1) <u>original</u> signature set, in envelopes provided for that purpose in the bid. The proposer shall carry the following information on the face of the envelope:

Proposer's Name and Address Subject of Proposal

When proposals are sent by mail to Julie Tate, the Proposer shall be responsible for delivering to Julie Tate before the advertised date and hour for the receipt of proposals. If the mail is delayed, proposals postmarked after the bid closing will not be considered and will be returned unopened. Response documents should be prepared simply and economically, providing a straightforward, concise delineation of capabilities proposed to satisfy the requirements of the Request for Proposal.

### VII. EVALUATION AND SELECTION PROCESS

The City will review all proposals in accordance with the evaluation criteria. The City reserves the right to accept or reject any, some, or all proposals, to take exception to parts of proposals, and to request written clarification of proposals and supporting materials. The City further reserves the right to negotiate with any Proposer with respect to amendments to their proposal.

The City may award a contract, based upon initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms which the Proposer can submit to the City. The City of East Moline's HCPC will rank the proposals and make a final recommendation that will be forwarded to the City Council for consideration.

The City will use the following criteria evaluating proposals:

<u>Understanding of the Project:</u> Demonstration of the Proposer's understanding of the project to be completed.

**Approach to the Work:** A work plan reflecting a feasible approach to the delivery of the services outlined in this Request for Proposal.

**Cost of Services:** Proposed services will be evaluated for cost efficiency.

**Technical Competence:** The composition of:

- the professional qualifications and experience of the Proposer necessary for satisfactory performance of services;
- the professional qualifications, certifications and experience of committed personnel;
- the specialized experience of the Proposer and/or personnel committed to the project; and
- the performance of the Proposer on other contracts in terms of quality of work and compliance with performance schedules.

Compliance with Insurance Requirements: Stipulations contained in Section IV, Insurance Requirements.

<u>Submission of Licenses and Permits:</u> Submittal of such documentation to perform business in the State of Illinois.

**Equal Employment Opportunity policy:** It is the policy of the City that all persons regardless of race, color, religion, sex, national origin, age, disability or genetic information shall have maximum practicable opportunity to participate in the performance of contracts or subcontracts. If such qualifications are present, they should be described in your proposal and will be taken into consideration in awarding the contract.

### VIII. CHECKLIST

The following list of items must be included in order for a proposal to be considered responsive. Failure of the Proposer to include each item listed in the checklist will render the proposal non-responsive and rejected.

A COVER LETTER signed by an authorized representative of the Proposer. The cover letter must contain a commitment to provide the services described within the required time-frames with the personnel specified in the proposal. The letter shall indicate that the proposal is a firm offer for a period of at least one hundred and twenty (120) days.

**EXECUTIVE SUMMARY (OR INTRODUCTION)** shall include the name of the Proposer, the location of the Proposer's principal place of business and, if different, the place of performance of the contract, branch office locations, the age of the Proposer's business and the average number of employees over the most recent five-year period. The summary must also include a brief statement of understanding and the Proposer's approach to perform the services required by the City (maximum length: two (2) pages).

**EQUAL EMPLOYMENT OPPORTUNITY STATEMENT** must be completed, executed and attested by the Proposer.

**COST PROPOSAL** must be completed consistent with the information requested in this Request for Proposal.

**VENDOR QUALIFICATIONS**, the submittal of elements as required in Section III, must be provided.

**INSURANCE REQUIREMENTS** must be acknowledged and agreed to by the Proposer. The Insurance Requirements are included in Section IV.

**BIDDER AFFIDAVIT** must be completed, executed and attested by the Proposer.

### IX. TERMS AND CONDITIONS

#### 1. EXAMINATION BY PROPOSER

Proposers are expected to examine all parts of the Request for Proposal. Failure to do so will be at the Proposer's own risk.

#### 2. COMPETENCY OF PROPOSER

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default with the City upon any debt of contract, or that is defaulter, as surety or otherwise, upon any obligation to said City, or has failed to perform faithfully on any previous contract with the City.

### 3. INCURRING COST

All costs incurred in the preparation and submission of responses shall be borne by the Proposer.

#### 4. WITHDRAWAL OF PROPOSALS

Proposer may withdraw their proposals at any time prior to that specified in the advertisement, up until the closing time for the receipt of proposals. However, no Proposer shall withdraw or cancel its proposal for a period of one hundred and twenty (120) calendar days after said advertised closing time for the receipt of proposals, nor shall the successful Proposer withdraw or cancel or modify its proposal, after having been notified by the City HCPC that said proposal has been accepted by the City.

### 5. INCOMPLETE PROPOSALS

Proposers must address all requirements outlined in this Request for Proposal. Proposals submitted to the contrary will be considered incomplete and may be rejected.

### 6. CONSIDERATION OF PROPOSALS

The Insurance Clerk shall represent the City in all matters pertaining to this proposal. The Insurance Clerk reserves the right to reject any or all proposals and to disregard any informality in the proposals when, in his opinion, the best interests of the City will be served by such action.

### 7. REQUEST FOR EXPLANATION AND INFORMATION

General questions regarding the Proposal process should be addressed to:

Jeffrey Scarpinato HCPC Insurance Advisor Holmes Murphy & Associates, Inc. 249 Research Parkway, Ste 220 Davenport, IA 52806 563-468-4052 jscarpinato@holmesmurphy.com

### 8. ADDENDA AND SUPPLEMENTS TO SPECIFICATION

If it becomes necessary or appropriate to change or supplement any part of this Request for Proposal, an addendum will be issued to all recipients. Receipt by a Proposer of an addendum or supplement to this request must be acknowledged by e-mail to Jeffrey A. Scarpinato, at Holmes Murphy and Associates.

### 9. INADVERTENT ERROR

Inadvertent errors that have a correction submitted after the designated filing date may be considered, at the sole discretion of the City of East Moline's HCPC if the Proposer submits with the correction, sufficient information to prove the error was inadvertent. Amendments are not favored and, in the case of doubt, requests will be denied. The City reserves the right to request additional information at any time from any or all Proposers based on the initial evaluation of proposals.

### 10. SUBMISSION OF PROPOSALS

All prospective Proposers shall submit two (2) sealed proposals including <u>one (1) original</u> signature set, to the City of East Moline Insurance Clerk, and shall carry the following information on the face of the envelope: Proposer's name, address and subject matter of proposal.

When proposals are sent by mail to the Insurance Clerk, the Proposer shall be responsible for their delivery to the Insurance Clerk before the advertised date and hour for the receipt of the proposals. If the proposal is postmarked following the bid closing, proposals thus delayed will not be considered and will be returned unopened.

### 11. ACCEPTANCE OF PROPOSAL

A contract will be awarded to the responsive Proposer whose proposal, in conforming to the Request for Proposal, will be the most advantageous to the City, price and other factors considered. The City may accept within the time specified therein, any proposal, whether or not there are negotiations subsequent to its receipt, unless the proposal is withdrawn by written notice received by the City prior to the response due date. If subsequent negotiations are conducted they shall not necessarily constitute a rejection or counter proposal on the part of the City.

### 12. ASSIGNMENT

The Proposer shall not assign, sublet, transfer all or any part of the interest of the Proposer in this Agreement without the prior written consent of the City.

#### 13. BIDDER AFFIDAVIT

### 14. CONFLICT OF LAWS

The Proposer expressly agrees that the Agreement shall be governed by Illinois law and that Illinois law will be the controlling law in the event of any disputes, claims or controversies should arise out of or in connection with this Agreement and any subsequent contract that is awarded pursuant thereto. Any party to a dispute shall request that a hearing be scheduled within Rock Island County in Illinois subject to the reasonable availability of the parties and their representatives. In the event that any of the provisions of the Agreement conflict with any provisions set forth in the Request for Proposal, it is the intentions of the parties that the provisions of the Agreement shall control.

#### 15. CONTRACT TERMINATION

The contract may be terminated in whole or in part unilaterally by the City at any time with 30 day notice to the Proposer, subject to equitable settlements of all interests and obligations that have accrued to date of termination.

## X. BIDDER AFFIDAVIT



# Invitation To Bid

### HEALTH INSURANCE THIRD PARTY ADMINISTRATIVE/ NETWORK SERVICES

The undersigned certifies that he/she is an agent of the company shown and as such agent is authorized to submit this bid on its behalf.

FED TAX ID #			
COMPANY			
ADDRESS			
CITY/STATE/ZIP			
PHONE ( )			
FAX ( )			
Authorized Signature			
NAME/TITLE			
DATE			

# XI. EQUAL EMPOYMENT OPPORTUNITY



# Invitation To Bid

### HEALTH INSURANCE THIRD PARTY ADMINISTRATIVE/ NETWORK SERVICES

### **POLICY STATEMENT**

## **Equal Employment Opportunity**

	It is the policy of (Insert firm name) to provide equal employment opportunity to all persons regardless of race, color, religion, sex, national origin, age, disability or genetic information. Accordingly, we will take Affirmative Action to insure that we will:
1.	Recruit, hire and promote in all job classifications regardless of race, color, religion, sex, national origin, age disability or genetic information.
2.	Make promotional decisions that are in accordance with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.
3.	Incorporate our equal employment opportunity policy in all personnel actions such as compensations, benefits, transfers, layoffs, returns from layoffs, company sponsored training, education and tuition assistance.
4.	Conduct social and recreation programs sponsored by our agency without regard to race, color, sex, religion, national origin, age, disability or genetic information.
5.	Bidder should contact the City Insurance Clerk for specific information regarding the City's Equal Employment Policy.
	FIRM NAME:
	AUTHORIZED SIGNATURE:
	TITLE:

DATE: