



INVITATION FOR SEALED BID

BID 01-739

Description: VISION PLAN

Department: EMPLOYEE BENEFITS

NIGP Commodity Code(s): 961-49

Total pages including this page is 17

NOTE: FAX BIDS WILL NOT BE ACCEPTED

Important Instruction – Read Carefully:

If you have obtained these bid specifications from either:

1. City of Tulsa's Fax-on-Demand (918-596-1171) or
2. City of Tulsa's Website: www.cityoftulsapurchsing.org

You must notify the buyer Patricia Cummings of your intent to bid by e-mail pcummings@ci.tulsa.ok.us in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

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Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: February 21, 2002

BID NUMBER: 01-739

BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: January 24, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____% _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a BID BOND ; CASHIER'S CHECK; Certified Check in the amount of \$ _____, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUMITTED ON THIS FORM ONLY, INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT. Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.**
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. **All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.**
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. **Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.**
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised deliver or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says
Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

**To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)**

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Signature: _____

Date: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

BID 01-739 VISION PLAN HUMAN RESOURCES DEPARTMENT

**EMPLOYEE
PREMIUM**

**EMPLOYEE & FAMILY
PREMIUM**

Monthly Fee Schedule for:

A.	FY 02-2003 _____	_____
B.	FY 03-2004 _____	_____
C.	FY 04-2005 _____	_____

**BID #01-739
VISION PLAN
EMPLOYEE BENEFITS**

The City of Tulsa, Employee Benefits Committee is soliciting proposals from qualified firms for providing quality vision services to its employees. You are invited to submit a proposal to the City of Tulsa, Oklahoma, in accordance with the terms, conditions, and instructions as set forth in this Request for Proposal. The City of Tulsa in the selection or employment of a Vision provider will pay no commissions or brokerage fees. If you believe there are additional changes required in the plan design to control cost indicate such in your response to the RFP. Your response must include:

- a copy of your standard contract
- a list of exclusions
- the completed Interest Affidavit
- the completed Bidder Affidavit
- the completed questions on Attachment #1
- the completed Pricing Page, Attachment #2
- the completed Benefits Summary, Attachment #3

If these items are not included with the returned response, your bid will not be accepted for review.

Please submit questions to:

Patricia Cummings
City of Tulsa
200 Civic Center, Rm. 802
Tulsa, Oklahoma 74103
(918) 596-7561
Fax (918) 596-7560

Answers to written questions concerning this RFP which are received before February 12, 2002 will be answered in writing to all who have received a copy of this RFP. Questions received after February 12, 2002 will not be answered.

Submission of Proposals

Each bid package must be sealed and include fifteen (15) copies of the completed proposal. All proposals must be received by 4:00 p.m. on February 20, 2002, and should be addressed as follows:

Deputy City Clerk
Attn: Dana Towers
City Hall, Room 109
200 Civic Center
Tulsa, Oklahoma 74103

Late bids will be returned unopened.

Important

The final approval of the selected administrator will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the successful bidder.

Award of Contract

1. Authority of the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
 - a. the ability, capacity, and skill of the bidder to perform the contract or provide the service required;
 - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - c. the character, integrity, reputation, judgement, experience, and efficiency of the bidder;
 - d. the quality of performance of previous contracts or services;
 - e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

- f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and,
 - i. the number and scope of conditions attached to the bid.
3. The City of Tulsa reserves the right to refuse any and all bids.

Effect of Period of Proposals

All terms and conditions within the proposal must remain in effect until at least August 1, 2002 to allow sufficient review, negotiation and approval time by the City of Tulsa.

Response Requirements

The Request for Proposals response package, as a minimum, must include the following:

1. The firm's name, home office address, address of the office providing the services under the contract and telephone number. From which office would this plan be serviced?
2. Provide a general description of the firm, including size, number of employees, primary business (consulting, insurance, etc.), other business or services, type of organization (franchise, corporation, partnership, etc.) and other descriptive material.
3. Identify the primary contacts for this assignment and provide summary information of their professional and experience qualifications with your firm.
4. Identify other personnel who shall be performing work under the contract.
5. What is the personnel turn over rate for your company?

6. Statement of the availability and location of staff (including optometrist and/or ophthalmologist) and other required resources for performing all services and providing deliverables within indicated time frames. Statement as to whether or not the services outlined in these specifications can be performed using only your present staff.
7. Describe your network of doctor representation in Tulsa, Oklahoma. Specifically identify by optometrist, ophthalmologist and any other licensed vision care service contracted in your network.
8. Explain any potential for conflict your firm would have in servicing the City of Tulsa.
- 9. List of companies/municipalities for which your firm currently provides vision care services plan, including the company/municipality name, approximate number of participants and number of years the firm has been retained. For reference purposes, at least three of the companies/municipalities included on the list provide the address, telephone number, name and title of person(s) responsible for the administration.**
- 10. Describe the services of your organization that distinguishes your firm from other vision services firms.**
- 11. Provide a detailed listing of the coverage provided by your firm. Identify specific service limitations and exclusions.**

ORAL PRESENTATIONS

Each finalist will be required to conduct an oral presentation at a time to be selected by the City of Tulsa and agreeable to the bidder.

FINAL EVALUATION AND SELECTION

Each finalist will be evaluated based on the capabilities described in the written proposal and will be evaluated according to the following criteria:

1. General organization and experience of the administrator.
2. Financial arrangements.
3. Scope, responsiveness, and quality of administrative services; including, data processing and management information reporting capabilities.
4. Claims processing organization and procedures.
5. Utilization management and quality assurance programs and services.
6. Ability to comply with specifications as presented.

OBJECTIVES AND STRATEGIES

- The Employee Benefits Committee wants to provide its employees with a cost efficient quality Vision Plan. The employee will pay 100% of the premium cost for the Vision Services Coverage. Participation in this plan would be on a voluntary basis. The City will provide payroll deduction from the employee's check.
- The City desires the ability for employees to have a 24-hour hot line by which employees traveling out-of-area can call for direction to network providers in other locations.

CONTRACT GUARANTEE

The City is seeking a one-year contract with the ability to renew the contract for two (2) additional one-year periods. The contract would be renewable annually on consent of both parties involved or to cancel with a thirty- (30) day written notice.

All contracts must be guaranteed for the rate guarantee periods and cannot be canceled by the administrator except for the City's non-payment of rates or fees.

MANAGEMENT REPORTS

Management reports will be required quarterly, showing utilization patterns.

AUDITS

With reasonable prior notice, the selected carrier must agree to allow the City's auditors to conduct an audit of all accounts, systems, and records related to the City account.

**ATTACHMENT I
VISION SERVICES PROVIDER QUESTIONNAIRE**

1. Please list the states where you are currently approved to offer a Vision Service Plan.

- 2. Are you willing to negotiate price in order to recognize the efficiencies inherent in-group contract versus individual contracts?**

3. Are you willing to enhance the current package to be the City of Tulsa's Vision Plan Service Provider?

4. Describe the differences between this proposal and an individual policy.

5. Does your vision package include specialized care for pediatrics?

ATTACHMENT II

BENEFIT COMPARISON

Examination (List components of exam)
Cost

Employee

Contact Lens Evaluations/Fitting/Follow-up:

Frames:

Lenses:

Single:

Bifocal:

Trifocal:

Progressive:

Lens Options:

Polycarbonate:

Scratch Resistance:

Solid Tent:

Anti-Reflective Coating:

Plan Design: (please quote on all four plans and give both a one and two tier premium quote, i.e. Single and Family)

	<u>Plan A</u>	<u>Plan B</u>	<u>Plan C</u>	<u>Plan D</u>
Eye Exams months	12 months	12 months	12 months	24
Lenses months	12 months	12 months	24 months	24
Frames months	12 months	24 months	24 months	24
Contact Lens months	12 months	24 months	24 months	24