



**an equal opportunity
employer**

Ladies and Gentlemen:

The Board of Public Education
208 Bull Street, Savannah, Georgia, 31401 912-201-5600

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting proposals for **Worker's Compensation Third Party Administration Services (Annual Contract)**. All proposals should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Proposals will be accepted prior to **11:00:00 AM, October 27, 2009** at which time they will be publicly opened and a list of offerors registered. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development (LMWBE) Information document found in this packet marked "No Response". All proposals will be evaluated as described in the attached document. Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. **Late proposals received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late proposals will not be considered.**

All bidders are encouraged to attend a pre-bid conference on Thursday, 10/08/2009 at 10:00:00 AM in 208 Bull Street, Office of Risk Management, Room 212, Savannah, Georgia.

Enclosed is a proposal packet, which outlines the items being solicited and instructions which describe the submission of the proposal.

All proposals must be submitted in duplicate in the enclosed special envelope. If proposal materials require additional envelopes, then all mailing articles must be combined together with the special envelope on top. If you wish to receive a copy of the proposal register, enclose a self-addressed stamped envelope and a copy of the register will be returned to you.

Please include in the proposal package a copy of the current business license if the prospective vendor is located within the City of Savannah of the County of Chatham.

If you have any questions concerning this proposal, please submit them in writing to **Margaret Disher, CPPB, Lead Buyer** at the address above or fax them to 912-201-7648. Your interest and participation in submitting a proposal will be appreciated.

Sincerely,

Sabrina Scales
Purchasing Director

REQUEST FOR PROPOSAL #10-30

The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as "the Board") is soliciting sealed proposals for **Worker's Compensation Third Party Administration Services (Annual Contract)** as specified in this Request for Proposal (RFP). The successful bidder(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Proposal

A. Definition

Competitive sealed proposals are being solicited in response to this RFP. The competitive sealed proposal process differs from competitive sealed bidding in two important ways:

1. It permits discussions with competing offerors and changes in their proposal including price; and
2. It allows comparative judgmental evaluations to be made on various criteria (in addition to cost) for award of the contract.

B. Pricing

No charge will be allowed for those federal, state or local sales and excise taxes where the Board is exempt by state and Federal law. A tax exemption certificate will be furnished by the Board to the successful offeror upon request.

The Board will factor any rebates offered for total dollar volume or quantities ordered over the performance period of this contract in the award of this proposal.

In the event the offeror wishes to provide additional services above and beyond the stated requirements of this proposal at "no cost" to the Board, these services should be identified and included in the proposal response.

C. Shipping, Delivery, Terms of Payment & Invoicing

All orders shall be shipped F.O.B. Destination to the designated site after receipt of the purchase order. Since the successful offeror(s) will be responsible for all freight expenses, the selection of carrier shall be determined by the offeror.

The successful offeror agrees to reference the following on all shipping documents and invoices:

- 1.) Purchase Order Number
- 2.) Serial Number (as applicable)
- 3.) Part Number/Description/Nomenclature
- 4.) Quantity Ordered
- 5.) Quantity Shipped
- 6.) Site Destination

Failure to ship order in its entirety will prevent payment of your invoices. **Per Board policy, backorders will not be accepted.** Accordingly, successful offeror(s) should not invoice until one shipment has been made for all items on order.

Offerors shall guarantee delivery of supplies and services in accordance with such delivery schedule as may be provided in the specifications.

The Board's Purchasing Director reserves the right to charge the vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Board's Purchasing Director and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the vendor.

All invoices should be mailed to:

Savannah-Chatham Co. Board of Public Education
Attn.: ACCOUNTS PAYABLE
208 Bull Street, Room 119
Savannah, GA 31401

Terms of payment will be 2% 10th Net 40 Days.

D. General Specifications/Scope of Work

Specifications/Scope of Work for **items/services** to be purchased are detailed in the attached Specifications Sheet "Attachment A" following Section III.

When reference is made in the specifications to manufacturer or brand name, such references are made solely to designate minimum acceptable levels of quality and do not indicate a preference.

In the event an offeror is proposing another manufacturer and/or model number other than stated in the specification, the offeror must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations from stated specifications. The burden of proof for documenting equality rests with the offeror. All determinations of the acceptability of an equal or alternate material or equipment shall rest with the Board staff and their decision shall be final.

Proposals on equipment must be on standard, new equipment of the latest model and in current production, unless otherwise specified. Used, reconditioned or refurbished equipment is not acceptable unless otherwise specified.

All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc.

Any obvious error or omission in specifications shall not inure to the benefit of the offeror but shall put the offeror on notice to inquire of or identify the same from the Board.

E. Discontinuation of Equipment

In the event items requested are discontinued by the manufacturer, offeror shall substitute an equivalent replacement item from the same manufacturer at equal or lower pricing. Offeror shall advise of any anticipated discontinuations. Proposed replacement equipment must be submitted for review and approval prior to completion of any substitution.

F Submittal of Objections

Objections from offerors to this Request for Proposal and/or these specifications should be brought to the attention of the Board, Director of Purchasing. The offeror should submit any objections in writing not less than (5) days prior to the opening of the proposal. The objections contemplated may pertain to form

and/or substance of the RFP documents and specifications. Failure to object in accordance with this procedure will constitute a waiver on the part of the offeror to protest this Request for Proposal.

G. RFP Interpretations/Addenda

If any questions should arise pertaining to the RFP documents, the offeror may mail or fax a written request for interpretation to:

Savannah-Chatham Board of Public Education
Attn.: Margaret Disher, CPPB, Lead Buyer

208 Bull Street, Room 213
Savannah, GA 31401
Fax No.: (912)201-7648

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will mailed or faxed to each offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, **03:00:00 PM on October 12, 2009**. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda prior to the **close of business on October 14, 2009**.

Any addenda issued during the time of the RFP shall be covered in submitted proposals, and in closing the contract shall become a part thereof.

H. Failure to Respond

If a proposal is not to be submitted but the offeror wishes to remain on the Board's list of offerors, the offeror should complete and return the Certification LMWBE Information document found in this packet marked "No Response".

I. Receipt & Registration of Proposals

Proposals and modifications shall be time-stamped upon receipt. Proposals shall not be opened publicly but shall be opened in the presence of two or more Purchasing officials. Proposals and modifications shall be shown only to Board personnel having a legitimate interest. Only after award of the contract shall proposals be open to public inspection.

J. Errors in Proposals

Offerors or their authorized representatives are expected to fully inform themselves as to conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the offeror's own risk. The offeror may withdraw a proposal prior to the proposal opening date and time by requesting to do so in writing.

K. Standards of Acceptance of Proposal for Contract Award

The Board reserves the right to reject any and all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the Board. The Board has the right to disqualify a proposal of any offeror as being unresponsive when such offeror cannot document its ability to deliver requested services or when investigation show it is not in a position to perform the contract.

L. Compliance With Laws

The offeror shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State, or County statutes, ordinances and rules during the performance of any contract between the Board and the offeror. Any such requirement specifically set forth in any contract document between the offeror and the Board shall be supplementary to this section and not in substitution thereof.

M. Indemnity Provisions

Where offeror is required to enter or go onto property to provide services or gather information, the offeror shall be liable for any injury (including death), damage or loss occasioned by negligence of the offeror, his agent, or any person the offeror has designated to visit Board property and shall indemnify and hold harmless the Board, its officers, employees, agents and volunteers from any liability arising therefrom. Offerors should not include an indemnity or hold harmless agreement from the Board in any proposal. The Board will not be bound by any such agreement. Board Policy DJE provides in part: No contract, provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.

N. Cancellation/Default of Contract

In the event the successful offeror, through any cause, should fail to fulfill the agreed upon obligations in an effective and timely manner, the Board shall have the right to terminate its contract by specifying the date of termination in a written notice to the selected vendor. The cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor. The Board also reserves the right to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess cost incurred.

O. Certification of Independent Price Determination

By submission of this proposal, the offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this Request for Proposal:

1. The pricing structure in this proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
2. The pricing structure which has been quoted in this proposal has not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

P. Local and/or Minority/Women Business Enterprise (LMWBE)

It is Board policy to improve opportunities for Local and/or Minority/Women Business Enterprise (LMWBE) to participate competitively in proposals for materials and supplies, and professional services.

All bidders must read and complete all documents included in Attachment "C" with all pertinent Exhibits.

Q. "Responsive" Offeror Criteria

- * Availability of Products/ Services
- * Warranties/Guarantees
- * Ability to Meet Equipment Specifications/Proposal Conditions
- * Documented Quality of Product and Manufacturer
- * Service and Support Capability

R. Qualification of Offeror

A responsible offeror is defined as one who meets, or by the date of the proposal acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposal. The Board has the right to require any or all offerors to submit documentation of the ability to perform, provide, or carry out the service requested.

S. Proposal Discussion with Individual Offerors

Discussion may be held with offerors submitting proposals acceptable or potentially acceptable. The purpose of the discussions are:

1. Promote understanding of the Board's requirements and the offeror's proposals; and
2. Facilitate arriving at a contract most advantageous to the Board taking into consideration price and other evaluation factors set forth in the RFP.

T. Compliance with Specification/Terms and Conditions

The Request for Proposal, Legal Advertisement, General Terms and Conditions, Proposal Submittal Instructions, Special Terms and Conditions, Specifications, Attachments, Vendor's Response, any addenda, and/or any other pertinent documents form a part of the offeror's proposal and by reference are made a part hereof.

U. Award of Contract

The contract, if awarded, will be awarded by means of a two- step process as described in Attachment "A" Specifications for .

Product quality, service issues and other factors stipulated above in Condition "O" must be met to the satisfaction of the Board for a proposal to be considered responsive. Moreover, the Board will award the contract to the next most qualified offeror if the selected offeror is unable to execute a contract and provide delivery within the time parameters specified in this RFP.

In the case of a tie of more than three offerors at the conclusion of the first step, the top three offerors will be determined by the following criteria:

1. Savannah-Chatham County LMWBE
2. Savannah-Chatham County Vendor
3. Metropolitan Statistical Area Vendor
4. Georgia Vendor

If proposals remained tied, then award will be made by means of a public coin flip performed by the buyer and witnessed by one other Board employee and all interested parties.

Any contract resulting from the acceptance of a proposal shall contain, at a minimum, all applicable provisions of this Request for Proposal.

At its option, the Board may take either of the following actions in order to form an agreement between the Board and the selected offeror:

1. Accept a proposal by issuing a written "Notice of Award" to the selected offeror, which incorporates the proposal documents by reference and accepts all or selected portions of the offeror's proposal. This "Notice of Award" will represent a contractual obligation, and will be executed by both the Board and the selected offeror.
2. Enter into negotiations in an effort to reach a mutually satisfactory agreement entitled "Memorandum of Agreement for **Worker's Compensation Third Party Administration Services (Annual Contract)**", which represents a contractual obligation and will be executed by both the Board and the selected offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

V. Vendor Performance

The successful offeror(s) will be evaluated by the Board over the duration of the contract period. Performance will be documented. Poor performance may result in the vendor being disqualified on future proposals.

W. Signed Proposal Considered Offer

The signed proposal shall be considered an offer on the part of the offeror, and shall be deemed accepted upon approval by the Board. In case of a default on the part of the offeror after such acceptance, the Board may take such action as it deems appropriate, including legal action for damages or lack of required performance.

X. Public Information

It is the policy of the Board that at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the proposal. Failure to list all proprietary sections of the submitted proposal shall relieve the Board from any responsibility should such information be viewed by the public, a competitor, or be in any way accidentally released.

II. Proposal Submittal Instructions

All proposals must be prepared in the standard format described below in order to facilitate comparison and evaluation. Failure to follow the format or to address an area adequately may cause the proposal to be deemed unresponsive and therefore, be excluded from consideration. Any proposed deviation from the requested item must be noted and fully explained.

A. Completion of Certification Form & LMWBE Program Information Form

1. Complete the attached Certification Form. Include a contact person for this proposal with a phone number where that person may be reached. **Include this form as the first page of the submittal.**

The offeror is required to provide references, including phone number and contact person, of at least three firms for whom similar items or services have been supplied.

2. Complete the LMWBE Information Form with pertinent information for minority/women/majority designation.

3. Complete the "Where Did You Hear About This Proposal" section. This information is for statistical use only.

4. Complete all pertinent documents within Attachment "C".

B. Completion of Proposal Submittal Form

For each item listed on the Proposal Submittal Form, complete with the requested information.

C. Proposal Preparation and Submittal

All proposals shall be:

* Typewritten or legibly printed in ink and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED. Facsimile, printed, copied or typewritten signatures are not acceptable.

* Submitted in the provided manila envelope, which is plainly marked with the proposal number and title, and date and time of proposal opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.

* Submitted on proposal forms as included in this RFP and in accordance with instructions stated above.

* Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Proposal Opening date and time. Whether sent by mail or by means of personal delivery, the offeror assumes the risk for having the proposal deposited on time and at the place specified on the first page of this RFP. Late proposals will be returned unopened to the offeror.

* Proposals submitted by facsimile transmission will not be accepted.

* Considered an irrevocable offer for a period of sixty (60) days from the date of public proposal opening.

Offerors are encouraged to review carefully all provisions and attachments of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

Offerors shall provide **two (2) copy(s)** of submitted proposal proposals containing all pertinent documentation. The Board assumes no responsibility or obligation to respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

III. Special Terms and Conditions

The offeror agrees that the Board shall have the right to place purchase orders referencing **10-30** for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or an item by item basis based on the best interest of the Board.

A. Pricing

The offerors shall provide a **unit price for each item** on this RFP which will remain valid throughout the stipulated performance period or until delivery is completed. Price shall include the items as specified. If

so stated in the bid specifications, the Board may request an option to renew the contract at the bid prices for a specified time period.

OR

The bidder shall provide a **lump sum price totaling all items** on this RFP.

B. Samples/Demonstrations

The Board reserves the right to request samples after proposals are opened and before the award is made. Samples, when requested must be submitted in accordance with instructions. Samples must be furnished free of charge and if not destroyed during testing will, upon request be returned at the offeror's expense. A call tag must be furnished and all shipping costs shall be at the offeror's expense. Each individual sample must be labeled with the offeror's name and manufacturer's brand name and part/model number.

C. Warranty

The offeror shall guarantee the products to be free of defects of material and/or workmanship for a period of at least **one (1) year** from the date of delivery. Any additional warranty offered by the offeror should be so stipulated in the proposal documents. If, during the warranty period, such faults develop, the successful offeror agrees to replace the unit or part affected without cost to the Board.

**CERTIFICATION FORM
BOARD OF PUBLIC EDUCATION
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM**

RFP #10-30

The undersigned offeror certifies that he/she has carefully read the preceding list of instructions to offerors and all other data applicable hereto and made a part of this Request for Proposal; and further certifies that the proposal submitted is in accordance with all documents contained in this request for Proposal package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned bidder, have read the instructions to bidder and agree to be bound by the provisions of the same.

This _____ day of _____, 20 _____. By _____
Name (printed)

Title Signature

Company

Address (Street, City, State, Zip)

Phone No. Fax No.

Federal Taxpayer I.D. No. e-Verify No.

Contact Person for This Bid Phone Number

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

2. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

3. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

Acknowledge Receipt of Addendum(s) # _____ # _____ # _____



Local and/or Minority/Woman Business Enterprise Development Information

It is the desire of the District to maximize participation of local and disadvantaged business enterprises at all levels in the procurement process. In order to accurately document participation, businesses submitting bids, proposals or Statements of Qualifications are required to report ownership status.

OFFEROR: _____ RFP #

Please check ownership status as applicable:

___ Local ___ Woman

___ African American ___ Hispanic

___ Majority ___ Non-Local

Name, Title Authorized Signature Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF
_____, 201_____

Notary Public; My Commission Expires:_____

HOW DID YOU HEAR ABOUT THIS RFP?

(This information is for statistical use only.)

___ City of Savannah, Department of Economic Development ___ The Herald Legal Ad

___ Received Request for Qualifications by Mail ___ Savannah News Press Legal Ad

___ The Savannah Tribune Legal Ad ___ Visiting the Purchasing Office

___ Other

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 on behalf of Savannah-Chatham County Public School System has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 201_
in _____(city), and _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201_

NOTARY PUBLIC

My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 _____ on behalf of the Savannah-Chatham County Public School System ("SCCPSS") has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE
SUBCONSULTANT/SUPPLIERS

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 _____ and _____ on behalf of (Savannah-Chatham County Public School Systems ("SCCPSS")) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE SUB-SUBCONSULTANT/SUPPLIERS

DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract of subcontract, or in the performance of such contract or subcontract.
2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor. List any convictions or civil judgments under state or federal antitrust statutes.
3. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
4. List any prior suspensions or debarments by any government agency.
5. List any contracts not completed on time.
6. List any penalties imposed for time delays and/or quality of material and workmanship.
7. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
8. List any pending civil actions against company for nonperformance of contract.

I, _____,
Name of Individual Title & Authority

Of _____
Company Name

declare under oath that the above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this ____ day of ____ 20____ by representing him/herself to be of the company named herein.

PROPOSER SUBMITTAL FORM

RFP #10-30

FORMAT OF RESPONSES:

To be considered, proposers must submit a complete response to the RFP. The format provided below is not negotiable. To assure a uniform review process and obtain a maximum degree of comparability, each proposal shall include the following content and be presented in tabbed sections in the following order:

- A. Executive Summary/Cover Letter
- B. Business Profile
- C. Experience and Capability
- D. Project Understanding & Methodology
- E. Other relevant Facts/Information
- F. Schedules and Attachments
- G. Fee Proposal- One (1) original to be submitted with technical proposal, on the form provided, sealed in a separate #10 envelope, and marked with RFP number and title.

*******EACH TECHNICAL PROPOSAL MUST BE SUBMITTED IN ONE (1) ORIGINAL, FIVE (5) COPIES, AND ONE (1) CD-Rom*****to:**

Savannah-Chatham County Public School System
Attn: Margaret Disher, CPPB, ESPLOST Lead Buyer
208 Bull Street, Room 213
Savannah, GA 31401

STEP 1- TECHNICAL PROPOSALS (Total Possible Points 55):

Executive Summary (SECTION A): The Executive Summary of the Proposal shall be limited to three (3) single spaced typewritten pages. The purpose of the Executive Summary is to provide a high level description of the offerer's ability to meet the requirements of the RFP.

Business Profile (SECTION B- Total Possible Points 10): Describe in this Section, the business organization, who will serve as major project participants, and their respective roles:

- A. Business Organization: Provide a brief description of the firm, it's history, and a statement which describes the firm's experience in providing Third Party Administration Services.
- B. State the full name, address, telephone number, fax number, and email address for the firm and/or subordinate firm that will perform or assist in performing the services described herein. State if the firm has operated under a different name within the past ten (10) years. If so, state the name that the firm previously operated under.
- C. Structure: Discuss the ownership and organizational structure of your company and its staff qualifications and customer services.
- D. Account Representation: Provide the name(s), title(s), address, phone number, fax number, and email address for each representative(s) who will be assigned to perform services under a resulting contract, and their role under a resulting contract. Include resume's/credentials for each representative and state how long they have been with your firm. Highlight key and relevant experience. Credentials may be subject to verification.

- E. Certifications/Accreditations: Identify any applicable certifications and/or accreditations that your firm may have such as SAS 70. If your firm is SAS 70 Certified, attach a copy of your Type I and Type II reports. (See Required Attachments and Schedules, Page 16) State the capability of your firm to provide Managed Care Services and if your firm is certified to offer a Managed Care Organization (MCO).
- F. Customer Service: Identify who will serve as the District's primary account representative and the name, address and phone number for whom all contract related correspondence will be forwarded.
- G. Service Center Location: State the name, location, address, phone number, fax number, and email address (if known) of the Service Center that will be handling all Third Party Administration services.
- H. Organizational Changes: State what changes have occurred in the firm over the past six (6) months in regard to staff, organizational structure, capitol, etc., and any reason for the changes. Also state any additional changes that the firm will implement over the next six (6) months.
- I. M/FBE Commitment: Describe your firm's commitment to M/FBE and local businesses.
- J. Agreement Terminations: Describe complete details of any contract that has not been renewed or has been terminated with your firm within the past five (5) years. State the reason(s) for the termination or non-renewal.

Experience and Capability (SECTION C- Total Possible Points 20): In this section, describe the firm's experience in providing Worker's Compensation Third Party Administration Services and its capability to meet the District's goals. State the number of years experience in providing Third Party Administration Services to organizations or entities of similar size, scope and type. Discuss your firm's qualifications and indicate the number of years that the firm has been providing Third Party Administration Services, Include:

- A. Experience: Describe your firm's specialized experience in providing Worker's Compensation Third Party Administration services to educational, government or municipal agencies (preferably within the Southeast region of the State of Georgia) or to private companies with scope of service requirements that are similar to or the same as that requested by the District.
- B. Marketing & Structuring Capability: Describe your firm's specialized experience in structuring and marketing excess insurance programs for government self-insured programs. Identify what accessible provider networks are in place and what their return to work rates are.
- C. Claims History: Describe how your average cost per claim compares with National (NCCI) and/or State averages. Identify what your closing ratio is compared with NCCI and State benchmarks.
- D. Financial Capability: Provide documentation that will allow the District to determine that your firm has sufficient resources and the financial stability to perform the services requested. Approved documentation includes copies of the firm's Annual (audited) Financial Reports and/or irrevocable letters of credit. This information shall remain confidential and will not be made part of the public record.
- E. Client References: Provide a list of five (5) current or past clients that your firm has provided Worker's Compensation Third Party Administration Services within the past five (5) years. Include a brief description of the type of services provided to each, date(s) of services, how long reference has been a client of the firm, client name, and the name, address, phone number, fax number, and email address (if known) of the agency representative. The District reserves the right to contact any reference provided.
- F. Litigation History: Provide details of any federal, state or local government regulatory investigations, findings, actions, or complaints that your firm and/or any organization affiliated with your firm has received within the past three (3) years. If the issue(s) has been resolved, state the corrective action taken.

- G. Current Service Commitments/Responsibilities: State what existing contractual agreements that your firm currently has and identify the responsibilities and time (%) that each proposed account representative will need to dedicate to those agreements.

Project Understanding and Methodology (SECTION D-Total Possible Points 25): In this section, discuss (in summary form) the firm's understanding of the Scope of Services requested; any special techniques, procedures, software, or equipment that will be used or applied; expectations regarding the District's responsibilities and contributions; limitation in delivering the required services; etc. Describe how your firm will comply with specifications and the Scope of Service requirements; Include:

- A. Compliance with Specifications/Scope of Service Requirements: Describe how your firm will comply with the specifications and Scope of Service requirements emphasizing your firm's knowledge and experience in providing Worker's Compensation Third Party Administration Services to educational, municipal or governmental agencies.
- B. Claims Operation and Handling Philosophy: Provide details regarding your claims operation and handling philosophy. Please respond with strait forward and concise descriptions of your firm's capability to satisfy the following:

- Does your firm measure client satisfaction? If so, how?
- What is the ratio for litigated claims versus lost time claims?
- What types of training, initial and on-going, do you provide to your claim supervisors?
- State your firms philosophy for establishing and revising case reserves.
- Attach a copy of your internal claims standards and claim manual (See Required Schedules and Attachments- Page 17). Please clearly indicate any proprietary information.
- Describe how your rehabilitation cases are evaluated and how "progress" is documented.
- Describe what internal mechanism is in place to assure that the District is not paying more than required by State fee guidelines.
- Describe the verification process that is utilized to assure that a physician is following the "reasonable and customary" charges for a procedure that is not included on the fee schedule.
- Identify if your firm handles Georgia Subsequent Injury Trust Fund (SITF) claims in-house or externally.
- Describe how your firm measures "success" with regard to claim recovery.
- Describe the process that is utilized by your firm to obtain statements from the injured employee and/or witnesses and whether a current staff member or an independent adjuster is used to take statements.
- Fully describe your bill review procedure in regard to a "catastrophic" claim, using a severe head injury as an example, and identify, based on experience, areas of potential cost savings.

C. Deliverable Schedule: Provide a detailed delivery schedule for the proposed services based on a contract award and/or projected "Notice to Proceed" date of 3 December 2009.

D. Exceptions: If there are any exceptions to the specifications, please explain what they are and why they exist.

E. District Responsibilities: Describe in detail, what assistance will be required by District staff for your firm to comply with the Scope of Service requirements described herein.

F. Limitations to Services: Describe any limitations that your firm may have in providing the services requested herein.

G. Transition/Implementation Plan: Describe your firm's methodology and approach to guarantee a successful and smooth transition of services by 1 January 2010.

H. Contract Conclusion Procedures: Describe what provisions will be made for handling losses with a date of loss prior to the contract termination date, if the contract is not renewed or terminated and describe how your firm will transfer your data base to the District.

I. Additional Services: Describe any additional services that will be provided to the Savannah-Chatham County Public Schools System, at no additional cost, upon the award of a contract.

J. "Best Practices:" Describe your firm's service standards and guidelines and your interpretation of "Best Practices".

K. "Quality Assurance Program": Briefly describe how your firm will assure that all Worker's Compensation Third Party Administration Services proposed will meet or exceed all applicable Georgia Insurance Commissioner's Office and the State Board of Worker's Compensation requirements.

Other Relevant Facts/Information (SECTION E.):

In this section, provide the key reasons why you believe that your firm should be selected by the District to Worker's Compensation Third Party Administration Services. Emphasize qualities and traits that make the firm unique, or gives it special advantages over other proposing firms. Attach any supplemental documentation that you believe is relevant.

Schedules and Attachments (SECTION F.):

In addition to the instructions set forth in Section II, Item A of the RFP document, a provision for the following forms, certifications and licenses is required. FAILURE TO ADDRESS ANY AREA ADEQUATELY MAY CAUSE THE PROPOSAL TO BE DEEMED UNRESPONSIVE AND THEREFORE, BE EXCLUDED FROM CONSIDERATION.

- A. References (Page 10) preferably of educational, municipal or similar facilities located with the Southeast Region of Georgia
- B. Disclosure of Responsibility Statement (Page 12)
- C. Contracting Affidavit and Agreement (Page 13)
- D. Certificate of Insurance (The District shall be listed as a Certificate Holder)
- E. Copy of 2009 Business License/Tax Certificate
- F. Copy of proposed implementation plan/outline and estimated deliverable schedule (based on a "Notice to Proceed" date of 3 December 2009)
- G. SAS 70 Certification Type I and Type II report (As applicable;Page 15).
- H. Internal Claims Standards & Claims Manual (Page 15)
- I. Sample of Contract document/Service Agreement.

STEP 2- INTERVIEWS/FIRM PRESENTATIONS (TOTAL POSSIBLE POINTS- 10):

A Technical Evaluation Committee will evaluate all technical proposals submitted and will establish a "Short List" of finalist firms.

STEP 3- FEE PROPOSAL (Total Possible Points 35):

Finalist Firms will be requested to submit their fee proposals. Proposers will state the basis for their fee on the fee proposal form provided herein on page 14. Please Note: All fee proposals will be based on "cost per type of claim" terms. Fees based on percentages (%) will not be accepted or considered. Only one (1) copy of the fee proposal is required. All fee proposals will be submitted on the form provided by and in the format requested by the Board, sealed in a #10 envelope, clearly marked with the RFP number and title, sub-titled "FEE PROPOSAL" and submitted with Technical Proposal (Step 1). *Fee proposals will only be considered from firms that comply with this process.* All fees submitted to perform the Scope of Service requirements stated herein will be "all inclusive" and will include all costs for handling the claim to conclusion, all reports, and all other services requested herein. NO FEES OR COSTS SHALL BE STATED IN THE TECHNICAL PROPOSAL PACKAGE.

THIRD PARTY ADMINISTRATION FEE (COST PER CLAIM PER TYPE OF CLAIM):

MEDICAL ONLY*: /Claim

***Bills to be reviewed by District prior to release of payment.**

INDEMNITY OR LOST TIME: /Claim

OTHER:

COST PER FILE FOR RUN-OFF CLAIMS (UPON THE CONCLUSION OF CONTRACT SHOULD THE INCUMBENT SERVICE PROVIDER NOT BE THE PROVIDER SELECTED):

MEDICAL ONLY: /Claim

INDEMNITY AND LOST TIME: /Claim

OTHER:

The undersigned, having read and examined the Documents and Attachment "A" specifications entitled "Workers Compensation Third Party Administration Services" for the Savannah-Chatham County Public School System, understands the requirements of this proposal and agrees to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. and further understands that the Savannah-Chatham County Public School System will not be responsible for any cost not specifically set forth in this proposal.

**BY:
SIGNATURE/TITLE**

DATE:

FIRM NAME:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NUMBER:

FAX NUMBER:

EMAIL:

FEDERAL/TAX ID:

AVAILABLE TO COMMENCE SERVICES WITHIN /DAYS OF RECEIPT OF CONTRACT AWARD NOTIFICATION AND NOTICE TO PROCEED

MINIMUM QUALIFICATIONS:

All firms submitting proposals must meet, at a minimum, the following qualification requirements. Failure to meet these qualifications will result in proposal being deemed as "non responsive".

- A. Proposer must be an organization existing for the primary purpose of providing Third Party Claims Administration Services.
- B. Proposer must have a minimum of five (5) continuous years prior experience in providing Worker's Compensation Third Party Administration Services to educational, governmental or municipal agencies (preferably located within the Southeast Region of the State of Georgia) with scope of service requirements that are similar to or the same as that requested by the District.
- C. Proposer must be authorized and licensed by the State of Georgia Department of Insurance to provide Third Party Administration Services.
- D. Proposer must have an office that is staffed with a minimum of one (1) full-time representative during the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday.
- E. Proposer must have managed an average of \$1 million in claims payout during the past three (3) year period.
- F. Proposer must have a minimum of five (5) years experience in preparing for and participating in Worker's Compensation Hearings.
- G. Proposer must have expertise in the preparation of and/or the negotiation of compromise settlements.
- H. Proposer must have experience with the Georgia Subsequent Injury Trust Fund.
- I. Proponent must demonstrate its ability to commence services within thirty (30) days of contract award and that it has sufficient technical and support staff to comply with the District's requirements upon the award of a resulting contract.
- J. Proposer must demonstrate its ability to meet all insurance requirements including an Errors and Omissions Policy with a minimum limit of \$500,000 per occurrence.
- K. Proponent must demonstrate its financial stability to perform the services requested.
- L. Proposer must provide with their Technical Proposal submittal the required schedules and attachments identified herein on page 16.

ACCEPTANCE AND EVALUATION OF PROPOSALS:

The Following factors will be considered by the Technical Evaluation Committee in the evaluation of this proposal. The factors to be evaluated will not necessarily be evaluated in the order presented:

- A. Demonstrated understanding of the Scope of Services (Methodology)
- B. Quality of Project Team (Business Profile)
- C. Reputation of firm based on references (Experience & Capability)
- D. Proposed Claims Operations and Processing Philosophy (Methodology)
- E. Firm credentials, certifications and affiliations (Experience & Capability)
- F. Proposed fees (Fee Proposal)

ACCEPTANCE PERIOD:

A ninety-day (90) period from the RFP closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed during this time frame. If the Board envisions that the process will not be completed by the end of the ninety-day (90) period, an extension will be requested. In the event that no extension is requested, the solicitation shall be deemed cancelled if the process is inactive.

BASIS FOR AWARD:

In order to be awarded a contract, the proposed Service Provider must be able to demonstrate its ability

to perform the work outlined in these specifications, meet all qualification requirements, meet all insurance requirements, provide all documentation required within the proposal document, and provide the best combination of technical proposal and fee. It must be understood that the firm providing the lowest fee may not necessarily be awarded a contract. The Board reserves the right to award this contract as deemed to be in the best interest of the District. PLEASE NOTE: COPIES OF ALL TECHNICAL AND FEE PROPOSALS RECEIVED AND EVALUATION COMMITTEE SCORES WILL REMAIN CONFIDENTIAL AND WILL NOT BE PUBLICLY DISCLOSED UNTIL AFTER THE BOARD APPROVES THE AWARD OF A CONTRACT. THE EVALUATION COMMITTEE MEMBERS ARE NOT PERMITTED TO DISCUSS COMMITTEE PROCEEDINGS WITH ANY FIRM THAT SUBMITS A PROPOSAL.

CONTRACT REQUIREMENTS:

In the execution of this contract, the Successful Service Provider will be responsible for complying with the following work requirements in accordance with these specifications:

The Successful Service Provider will comply with all pertinent Federal, State and Local ordinances and regulations.

The Successful Service Provider will procure and maintain for the duration of the contract, the insurance coverage identified on Attachment "A" (Page 23). In addition, Successful Service Provider will be required to include an Errors and Omissions Policy with a minimum limit of \$500,000 per occurrence.

TRANSITION PERIOD:

Due to the nature of the procurement process, often there are times when a transition period is required during the evaluation period, final contract negotiations, and/or contract award and execution. The successful Service Provider will agree to maintain the same terms, conditions and prices of the original contractual agreement for a period not to exceed ninety (90) days, if necessary, for a transition period. In addition, if the incumbent Service Provider is not the successful offerer, he or she will agree to provide the same level of services for a period not to exceed ninety (90) days, to allow for an orderly transition.

CANCELLATION/DEFAULT OF CONTRACT:

In the event the successful Service Provider, through any cause, should fail to fulfill the agreed upon obligations in an effective and timely manner, the Board shall have the right to terminate its contract by specifying the date of termination in a written notice to the Service Provider. The cancellation shall become effective on the date as specified in the notice of cancellation sent to the Service Provider. The Board also reserves the right to procure the articles or services from other sources and hold the defaulting Service Provider responsible for any excess cost incurred.

TERMINATION FOR CAUSE/DEFAULT:

In case of failure to deliver the material or services in accordance with the contract terms and conditions, the Board, after due oral and written notice, may procure them from other sources and hold the Service Provider responsible for any resulting additional purchase and administrative costs. The remedy shall be in addition to any other remedies which the Board may have. Specifically, if, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the Service Provider violates any of the covenants, agreements, or stipulations of this contract, the Board shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the Service Provider shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of contract by the Service Provider. The Board may withhold any payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due to the Board from the Service Provider is determined.

TERMINATION FOR CONVENIENCE:

The Board reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of the Board. Any such termination shall be effected by delivery to the Service Provider, at least ten (10) working days prior to the termination date, the Notice of Termination specifying to the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Service Provider will cease all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Service Providers obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. All equitable adjustment in the contract price shall be made for complete service, but no amount shall be allowed for anticipated profit on unperformed services.

TERMINATION FOR LACK OF FUNDING:

Not with standing any other provision of the agreement resulting from this solicitation, the parties thereto agrees that the charges there under that will be payable to the Successful Service Provider by the Savannah-Chatham County Public School System (SCCPSS) is solely from appropriations received by the Savannah-Chatham County Public School System. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of SCCPSS to no longer exist or to be insufficient with respect to the charges payable there under, the agreement shall terminate without further obligation of SCCPSS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Purchasing Director of SCCPSS shall certify to the Service Provider the occurrence thereof.

ATTACHMENT "A"

SPECIFICATIONS

RFP #10-30

Worker's Compensation Third Party Administration Services (Annual Contract)

All bid postings on this web site are not intended to be official. This information is provided as a public service. Any information presented here is subject to revisions at any time and is reproduced from official documents of the Purchasing Department. In case of errors and/or omissions you are advised to contact the Purchasing Department for the current status of any bid posting. All bids and RFP's submitted to the Purchasing Department must be clearly marked with the Bid/Proposal name and number on the outside of the document.

GENERAL DESCRIPTION:

The Savannah-Chatham County Public School System herein after referred to as the "BOARD" or "DISTRICT" is seeking proposals from qualified firms herein after referred to as "PROPOSER" or "SERVICE PROVIDER", interested in providing Third Party Administration (TPA) Services to process Worker's Compensation Claims. It is the Board's intention to award a contract to one (1) qualified Service Provider.

PERFORMANCE PERIOD:

The RFP will establish an annual contract that will be in effect for a period of one (1) year, with renewal options for two (2) additional one (1) year terms. Each renewal will be contingent upon the Service Provider's performance during the contract period. The District will review the Service Provider's performance every six (6) months. All prices, terms and conditions of the original contract will remain firm for the contract duration and no price increases will be honored. Proposer will state the date that they will be available to commence services (upon the receipt of a purchase order or a Notice to Proceed) in fee proposal. It is the Boards' intention that the successful Service Provider will commence services on 1 January 2010.

BACKGROUND AND OBJECTIVES:

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Service Providers interested in providing Third Party Administration Services (TPA) to process Worker's Compensation Claims for the Savannah-Chatham County Public School System.

The District has self funded its Worker's Compensation responsibilities for the past 15 years and has utilized the services of a third party administrator for its claims processing. On June 1st, the District awarded a contract for Excess Worker's Compensation Insurance to Alliant Insurance Services of Alpharetta, Georgia. The excess insurance policy is written for the statutory Worker's Compensation Limit, has an Employer's Liability Limit of \$1,000,000 and a self insured retention limit of \$350,000. The District's fiscal year is from July 1st through June 30. In November 2006, based on the outcome of a similar solicitation, the District awarded a contract to Alternative Services Concepts, Inc. of Nashville, Tennessee, to provide Worker's Compensation Third Party Claims Administration Services. The agreement with Alternative Services Concepts expires on January 1, 2010.

The intended outcome of this solicitation is to partner with a firm to provide claims administration services

based on a fixed fee (not a percentage) per type of claim. The successful Service Provider will be responsible for receiving, reviewing, and recording all claim and loss notices forwarded by the District. All claims will be processed in accordance with the applicable State of Georgia Law, the current rules and regulations of the Georgia Insurance Commissioner's Office and the State Board of Worker's Compensation. The successful Service Provider will be responsible for investigating all claims to determine compensability, determining the correct amount of payment (if any) and to evaluate claims for all injuries, disabilities, and/or settlement.

In addition to the customary and usual functions associated with the adjustment and management of Worker's Compensation Claims, the District is seeking a Service Provider that is willing to evaluate all aspects of the program from a "Best Practices" standpoint and to assist, when requested, in the implementation of any "Best Practices" desired. Furthermore, in an attempt to reduce overhead costs, the District will be soliciting proposals, in the near future, from firms interested in providing bill review services and will handle "in house" all incidents with no subsequent claims. The successful Service Provider must be capable of and will be required to provide the District with "realtime" intranet access to scanned copies of all physician and provider superbills and all provider invoices.

The Service Provider is expected to perform all reasonable and necessary administrative work in connection with worker's compensation claims and loss processing which includes, but is not limited to the preparation and disbursement of checks which bear the name of the Savannah-Chatham County Public School System. The Service Provider will maintain a file on each claim. Claim files will be considered property of the District, shall be made available for the District to review at any time, and will be returned to the District upon the termination and/or conclusion of a resulting contract.

The Service Provider will be required to comply with all conditions of the Excess Insurer Agent/Broker, Alliant Insurance Services, in regard to the reporting of claims.

Upon the award of a contract, the Service Provider will be responsible for selecting, hiring and supervising rehabilitation suppliers, private investigators, physicians for independent medical examinations, defense attorneys, and any other vendors or suppliers necessary to provide the proper adjudication of claims. The District requires the third party administrator to select all rehabilitation suppliers, private investigators, physicians, defense attorneys, and any other vendors or suppliers based on quality and cost. The District reserves the right to approve the service providers used in order to assure that the quality and cost of each provider is consistent with District expectations.

The District will require access to all claim files, superbills and provider invoices for the purpose of conducting routine audits and will require a written status and settlement evaluation report on all serious medical and/or loss time cases.

The successful third party administrator will conduct an initial introductory meeting with representatives of the District to explain the transition process and any changes to existing procedures.

SCOPE OF SERVICES:

General:

- A. Service Provider will, within 72 hours, review all reported claims and determine if a claim is compensable under the Georgia Worker's Compensation Law.
- B. Service Provider will establish a file for each claim and will review each case at least every thirty (30) days. At a minimum, each claim file will contain the following:
 - Employee Full Name
 - Employee Social Security Number

- Employee Age
- Employee Date of Birth
- Employee Occupational Code
- Date of Accident
- Time of Accident
- Date Employer was made Aware of Accident
- Date report was received
- Description of Accident
- Location of Accident

C. Service Provider will review medical only claims every thirty (30) days to determine if closure is feasible.

D. Service Provider will report claims to the excess insurance carrier in accordance with policy requirements and will monitor all recoveries due.

E. Service Provider will obtain and review all medical reports and bills forwarded by the District that are related to a claim and will assure the District that all fees charged are within the established fee schedule.

F. Service Provider will verify that all medical treatment provided is consistent with those required and billed.

G. Service Provider will calculate disability compensation rates.

H. Service Provider will establish and maintain accurate case reserves for lost time.

I. Service Provider will automate and make available to the District, any initial case information within forty-eight (48) hours of receipt.

J. Service Provider will acknowledge the District's procedure for payments in lieu of Worker's Compensation Indemnity payments and will incorporate procedure into the claims adjudication process.

K. Service Provider will acknowledge that all payments to claimants and providers are processed on behalf of the District. All cash flow provisions will be mutually agreed upon.

L. Service Provider will arrange all rehabilitation, investigations and any other claim related services with prior approval by the District.

M. Service Provider will coordinate "alternate duty" and/or return to work arrangements.

N. Service Provider will coordinate and arrange with the District, for qualified legal representation to be present at all worker's compensation proceedings.

O. Service Provider will meet with District personnel on a quarterly basis to discuss the status of open claims and other related worker's compensation and/or risk management issues.

Information System and Reporting Requirements:

The Service Provider, at a minimum, is expected to comply with the following loss, claim, expense and report requirements:

- Monthly check register which details the monthly financial activity and identifies all payment information, claim number and claimant name, .
- Quarterly invoice with copies of all superbills and physician/provider invoices. Quarterly loss analysis report.
- Annual summary report which identifies payment for indemnity, expenses, medical, total payment and outstanding reserves.
- Loss Report with comparative analysis of current period compared to prior 12 month period.
- Ability to capture and report five (5) years of loss data.
- As needed reports.

Financial and Accounting Service Requirements:

A. Service Provider will file all required reports and statements with the State of Georgia.

- B. Service Provider will provide information that will enable the District to comply with GASB Statements 10 and 34 and/or other relevant Statements that may be promulgated during the term of the contract.
- C. Service Provider will assist the Finance Department in establishing mutually agreed upon banking arrangements and/or escrow funding as required.
- D. Service Provider will provide the District with on-line access to claim files and reports.
- E. Service Provider will provide subrogation with recoveries made payable to the Savannah-Chatham County Public School System.

Run-Off Claim Requirements: Service Provider is required to handle the run-off of all open claims at the time of contract conclusion or termination. Fees for the run-off of each claim shall be stated in fee proposal and will be based on a unit cost (not percentage) for each file. Cost per type of claim to be stated are: Medical only, Indemnity and Lost Time, and Other.

SOURCE SELECTION METHOD: The competitive sealed proposal procurement process described herein will be conducted in a Three (3) Step Process: Step 1 (Total Possible Points 55) - Submission of Technical Proposals, Pre-qualification of Service Providers, and Announcement of the "Short List" of finalist firms. Step 2 (Total Possible Points 10) - Interviews/Presentations, and Step 3. Submission of Sealed Fee Proposals (Total Possible Points 35). All proposals submitted will be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a Technical Evaluation Review Committee. The Board will not consider proposals from any Proposer who lacks accreditation or authorization to provide the services requested or who fails to meet the minimum qualification requirements.

ATTACHMENT "B"

INSURANCE REQUIREMENTS

Before performing any work on the awarded contract, the successful bidder shall procure and maintain, during the life of said contract, insurance coverage as listed below. The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

1. Worker's Compensation Insurance. Statutory in accordance with OGGA 34-9.
2. Commercial General Liability. Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.
3. Automobile liability. Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than \$1,000,000 combined single limit covering all work performed under the contract. (Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000). Each bidder shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful bidder shall be required to list the Board as additionally insured.
4. Umbrella Liability. With limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.
5. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded bidder's insurance policy for the duration of this contract.

ATTACHMENT C

LMWBE BUSINESS PARTICIPATION PROGRAM

It is the policy of the Board of Public Education (“owner”) that minority and women business enterprises shall have the maximum opportunity to participate in school board projects. The bidder who may receive contract award shall take all necessary and reasonable steps in accordance with this solicitation to insure that LMWBE’s have that maximum opportunity to participate in the resulting contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award or performance of any subcontracts or purchase orders resulting from or relating to this solicitation. Moreover, the bidder shall take affirmative action and otherwise make good faith efforts as described in the section below entitled “Good Faith Efforts” to select contractors, vendors, and suppliers from certified LMWBEs.

The following completed documents are to be submitted with all bids:

1. Proposed schedule of LMWBE (Exhibit #1)
2. Documentation of Good Faith Efforts (Exhibit #2)

The following completed documents are to be submitted with all bids if applicable:

1. Joint Venture disclosure requirement form (Exhibit #3)

The successful bidder will be required to submit in duplicate and one copy submitted with contractor’s request for monthly and final payments and the second copy directly to the cooperative minority and women business development program.

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

A Minority Business Enterprise is an independent, continuing venture that is at least 51% owned by a minority person or persons that meets the criteria for a Disadvantaged Business. A Disadvantaged Business is a small business which is owned, controlled and managed on a daily basis by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantage. This includes:

1. African - American - A person having origins in any of the Black racial groups of Africa;
2. Hispanic - American - A person of Spanish culture with origins in Mexico, South America, Central America or the Caribbean, regardless of race;
3. Local - A local business enterprise is defined as (1) having established a regular, physical place of business other than a job site office with at least one employee within the geographical boundaries of the Savannah Georgia Metropolitan Statistical Area (MSA) prior to the closing date on the solicitation (a post office box address will not satisfy this requirement); (2) having a current Business Tax Certificate and other licenses, certificates, or permits required by law to operate a business in that location; and (3) performing a commercially useful function within the local office.

4. Women Business Enterprise - WBE - A Women Business Enterprise is an independent, continuing venture that is at least 51% owned by one or more women. To qualify as an LMWBE, the owner must be a citizen or lawful permanent resident of the United States, be involved in daily business operations, and provide a commercially useful function. The ownership interest must be real and continuous and not created solely to meet the local/minority/women business or local/minority/women contractor good faith efforts.

The School District's Program Management Firm is available to identify and facilitate qualified Local and/or Minority and/or Women Owned Businesses through its community outreach division. The contact person for this assistance is Sylvester Formey, Phone 912-236-1766 and email sylvesterf@vangdist.com.

For more information regarding how to best provide opportunities for business growth and development for local and disadvantaged business enterprises, please contact:

Gail Delaney
Savannah Entrepreneurial Center
801 E. Gwinnett Street
Savannah, GA 31401
(912) 652-3582 (Phone)
email: gdelaney@savannahga.gov

The Savannah Entrepreneurial Center of the City of Savannah is merely a reference resource, and has and shall have no authority in the evaluation of Offerors or Statements of Qualifications, or in the disposition of grievances or protests pertaining to this RFQ.

ATTACHMENT C - Exhibit #1

PROPOSED SCHEDULE OF LMWBE PARTICIPATION

NAME OF BIDDER/PROPOSER: _____ BID NO.: _____

PROJECT TITLE: _____ TOTAL BID AMOUNT: \$ _____

NAME OF LMWBE PARTICIPANT	ADDRESS	TYPE OF WORK SUB-CONTRACTED	SUBCONTRACT VALUE
			\$
			\$
			\$
			\$
			\$
			\$

AFRICAN-AMERICAN PARTICIPATION TOTAL VALUE: _____ % \$ _____

WOMEN PARTICIPATION TOTAL VALUE: _____ % \$ _____

OTHER MINORITY PARTICIPATION TOTAL VALUE: _____ % \$ _____

The undersigned will enter into a formal Agreement with the LMWBE Sub-contractors/Proposers identified herein for work listed in this schedule conditioned upon execution of a contract with the Savannah-Chatham County School Board.

Signature: _____

Title: _____

Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Date: _____

Signature: _____

Title: _____

Note: The School District's Program Management Firm is available to identify qualified LMWBE's. Please contact the Office at (912) 236-1766.

ATTACHMENT C - EXHIBIT #2

GOOD FAITH EFFORTS REQUIREMENTS

Vendors are required to submit with bidding documents evidence of good faith efforts utilized to ensure that minority and women enterprises are provided with the maximum opportunity of compete on this contract. Such good faith efforts of a bidder will include, but not limited to, the following:

Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.	Yes or No If no, please explain:
Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.	Yes or No
Communicating with the School District's Program Management Firm to identify available qualified LMWBEs.	Yes or No If no, which agencies were used to identify potential LMWBE Subcontractors?
Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.	Yes or No
Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited.	Yes or No
Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.	Please explain efforts:

JOINT-VENTURE DISCLOSURE STATEMENT

If the prime bidder is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LMWBE joint venture firm.

Joint venture firms	Level of work	Financial participation

ATTACHMENT C - Exhibit #4

LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: _____

BID NO: _____

PROJECT TITLE: _____

DATE: _____

PROJECT LOCATION: _____

CONTRACT AMOUNT: \$ _____

NAME OF LMWBE PARTICIPANT	ADDRESS	TYPE OF WORK SUBCONTRACTED	MONTHLY PAYMENTS
			\$
			\$
			\$
			\$

PERCENTAGE OF TOTAL CONTRACT: _____%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____%

The undersigned hereby affirms and declares that the above listed firms were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Date: Signature: _____ Title: _____

Notes:

1. Contractor/proposer shall attach to this report a typewritten explanation of any differences in LMWBE participation between this report and LMWBE Form 1, including an accounting for any changes in LMWBE firms employed.

2. THIS REPORT MUST BE COMPLETED IN DUPLICATE AND ONE COPY SUBMITTED WITH CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS AND THE SECOND COPY DIRECTLY TO THE DISTRICT'S PROGRAM MANAGEMENT FIRM.