

CITY OF SAN ANTONIO

Human Resources Department



REQUEST FOR PROPOSAL ("RFP")

For

**Third Party Claims Administrator
&
Medical Cost Containment Services
(RFP-011-037-MT)**

**Release Date: April 17, 2011
Proposals Due: May 24, 2011**

This solicitation has been identified as High-Profile.

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

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RFP Attachments		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.		
Attachment A	General Information Form	
Attachment B	Pricing / Compensation Schedule	
Attachment C	Discretionary Contracts Disclosure Form	
Attachment D	Litigation Disclosure Form	
Attachment E	Small Business Economic Development Advocacy (SBEDA) Form	
Attachment F	Signature Page	
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RFP Exhibits		
RFP Exhibit 1	Small Business Economic Development Advocacy (SBEDA) Ordinance Compliance Provisions	
RFP Exhibit 2	Insurance Requirements	
RFP Exhibit 3	Indemnification Requirements	
RFP Exhibit 4	Contract Draft	
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I. BACKGROUND

The City of San Antonio (“City”), intends to contract with a Third Party Administrator and Medical Cost Containment Services provider (“Respondent” or “TPA” herein) to meet the reasonable, necessary, and related medical needs of injured workers and for the expedient handling of liability claims made against the City. Respondent may propose to perform both services, or may elect to subcontract, form a joint venture or a team for the performance of the services.

The successful Respondent will have demonstrated experience in managing and reducing workers’ compensation and liability costs, knowledgeable and experienced staff with appropriate Texas certifications, and a support system for timely and proper claims processing with the control mechanisms in place to ensure proper treatment to the injured worker and proper delivery of service from the provider.

The City is seeking to enter into a contract for its self-insured Liability and Workers’ Compensation program and Medical Cost Containment Services. The City has administered its Liability Program since 1983 and its Workers’ Compensation Program since 1974. The scope of coverage is vast and will encompass the City’s 39 Departments with an employee workforce of over 11,500 employees. Of this, approximately 2,374 are uniformed police employees and approximately 1,656 are uniformed fire employees. The City successfully operates as a self-insured entity in full compliance with State and GASB 10 requirements, and has an annual average claims count of 1,450 Workers’ Compensation claims (including 900 Indemnity Claims) and 1,000 (400 AL / 600 GL) Liability claims.

The Respondent, if awarded a contract, agrees to comply with all rules, federal, state and local laws, procedures and guidelines. Respondent must have multi-line experience and in-depth knowledge of the Texas Tort Claims Act and Texas Workers’ Compensation Act.

The City of San Antonio, Human Resources Department (“City”) seeks proposals from qualified Respondents interested in providing the services as described in this RFP.

II. SCOPE OF SERVICES

The selected Respondent will provide the following general services for both workers’ compensation and liability claims:

- Maintain or establish, prior to the start of the contract’s term, a local office, with a local account manager, dedicated liability and workers’ compensation supervisors, and sufficient dedicated claims staff to handle the City’s account;
- Meet with City Risk Management staff on a monthly basis, or “as needed” when determined by the City, to discuss status of active files, claims handling concerns, program operational issues and other areas of concern; conduct a quarterly claims review with City’s Risk Management staff; and meet with Director on an as needed basis;
- Investigate, adjust and subrogate all claims, unless otherwise directed by City;

- Investigate, adjust and subrogate reported claims in accordance with the Texas Workers' Compensation Act, Texas Tort Claims Act and applicable City Ordinances, as may be amended from time to time, unless otherwise directed by City;
- Ensure all adjusters dedicated to the City account maintain a valid and appropriate Texas adjuster license related to their business area of insurance; and ensure that the maximum caseload by adjuster shall be no more than:
 - Workers' Compensation: Lost Time 135 claims
 - Workers' Compensation: Medical Only 270 claims
 - Liability (AL & GL combined) 170 occurrences
- Securely store all closed claim files and claim files currently in storage in locked temperature and humidity controlled storage, at no cost to the City during the term of the contract. Upon termination of the contract, all closed claims must be returned to the City within 30 days, with appropriate paid printouts on each file, to a facility of the City's choice.
- Provide daily courier service for pick-up and delivery of new claims, lawsuits and other information from the City, at a time to be coordinated with the City, at no expense to the City;
- Provide electronic capability to report claims directly into claims system.
- Report all Workers' Compensation and Liability Injury cases to Central Index Bureau (CIB), upon file creation with a copy retained in the file. Resubmit an index every six months until case is closed. TPA shall NOT allocate CIB expense to the City.
- Use a 30 day adjuster diary system for timely file review. Each file diary review, including reserves, shall be documented in detail in the computer file notes. All reserves will be monitored and adjusted accordingly. File notes shall contain an explanation for any adjustment.
- Estimate, establish and maintain reserves on a "most probable" basis. In reserving practices, the TPA will take into consideration indemnity, medical, rehabilitation, and allocated expense categories, and all other major sub-categories of each. Changes in reserves must be reviewed and approved by claims supervisor. Any reserve contemplated over \$20,000 requires notification and consent by the City's Assistant Risk Manager-Claims.
- Maintain copies of all written correspondence within the claim file, whether physical or electronic, and make same available at any time upon the City's request at no additional cost to the City;
- Keep the City fully apprised of significant changes in the State of Texas Workers' Compensation rules and Tort law that may affect the City, and provide notices for continuing education courses offered in San Antonio or the surrounding areas;
- Conduct internal audits to ensure contract requirements are being fulfilled every six months and provide report of findings to City's Risk Management staff;

- Cooperate with City in identifying overpayments and duplicate payments, and provide explanation. If overpayments resulted from TPA's failure to discharge duties diligently, TPA shall reimburse the City within 30 days for overpayments and provide a report.
- Submit to and cooperate with on-site visits and claims/operational audits performed by third-party consultants or City staff. If conflicts or perceived conflicts of interest arise, the City will determine if such conflict exists and act accordingly.
- Provide periodic information to, and cooperate with, the City's actuarial service provider;
- Annually prepare and mail all IRS forms 1099 Misc. for all vendors. An electronic version shall be submitted to City no later than January 15th of each year.
- Perform such functions normally contemplated to be the function of third party claim administrators including but not limited to assuming responsibility for the management of pending, new, and reopened claims;
- Have management/supervisory level personnel assign claims, utilizing appropriate cost center numbers, as provided by City;
- Examine and report claims with indication of fraud. TPA will assign an investigator to investigate suspected fraudulent claims with City's advance written consent, and report findings to City.
- TPA's account executive shall report periodically the program's successes and opportunities for improvement;
- Provide to the City an annual "SOC 1" Type 2 report in accordance with Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization, which supersedes the SAS 70 ;
- Conduct (at least quarterly) compliance reviews and medical bill audits on a randomly selected sample of the claim files with reports to City;
- Provide a check register of all indemnity, medical and expense payments no later than 24 hours after checks are issued, at no additional cost to the City;
- Maintain a dedicated telephone line for City employees to report claims directly to TPA. TPA shall also have a web-based reporting system for entering both workers' compensation and liability claims. All claims submitted by phone or electronically during normal business hours shall be entered into the TPA's claims system by the TPA on the same business day;
- Assume the role and responsibilities of the City's Reporting Agent pursuant to the Medicare, Medicaid, SCHIP Extension Act 2007, as amended from time to time (MMSEA);

- Prepare and submit all queries and quarterly reports to the Center for Medicare and Medicaid Services (CMS) in accordance with the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), as hereafter amended;
- Indemnify, defend and hold City harmless from all fines and penalties levied against the TPA or City for TPA's failure to comply with MMSEA requirements. In no way will TPA, if selected, pass along or otherwise cause City to pay fines, which are levied solely against the TPA or levied against City due to TPA's negligence, error or omission.
- Upon termination of the contract, by expiration of the term or any other manner provided therein, TPA shall be required to upload, download, migrate and work with new vendor in transferring of all electronic data, hard copy data, and any other City owned records in TPA's possession at no additional cost to City.

The selected Respondent will provide the following Third Party Administration services for workers' compensation claims:

- Establish and assign files within 24 hours from receipt of the initial report;
- Contact lost time injured employee, medical provider and applicable City department within 24 hours of claim assignment by telephone call, or mailed contact letter if the employee cannot be reached by phone;
- Obtain employee's signature authorizing release of medical records, and obtain copies of medical bills and records;
- Take recorded statements from all lost time injured employees as part of investigation;
- Obtain approval from the City on surveillances, case management referrals, peer reviews, and vocational evaluations;
- Maintain personal contact with all lost time injured workers at least once every three weeks, in order to maintain rapport and monitor medical progress and overall status;
- Notify the injured employee when impairment benefits are owed; TPA's adjusters shall issue the first lost time check to the employee and explain all the benefits owed to the employee, including medical benefits;
- Pursue all applicable contributions. Communication with various physicians and apportionment must be documented before final resolution of an impairment rating;
- Provide a written summary to the Independent Medical Exam doctor, Required Medical Exam doctor, and/or designated doctor along with copies of all medical reports and films necessary for a successful and complete examination

- Timely pay all bills related to the claim, including fees owed to third parties, and benefits owed in accordance with the Texas Workers' Compensation Act;
- Obtain all relevant signatures for payment processing. Instruments disbursing, or directing disbursement of funds for Workers' Compensation related bills or benefits in the amount of \$10,000.00 or more require a minimum of one original and one facsimile signature by TPA, or, in the absence of the original signature of a signer authorized by the TPA, one of the following: the signature of City's Director of Finance, Assistant Director of Finance – Accounting, the Disbursements and Receivables Administrator, the Controller or Financial Reporting Manager(s) in accordance with City ordinance 2008-05-29-0458. Instruments disbursing, or directing disbursement of funds for Workers' Compensation related bills or benefits that are less than \$1,500.00 require a minimum of one facsimile signature from TPA. City shall provide prompt notice to TPA of any change in signature requirements, which shall automatically be incorporated in the contract;
- Have the capacity to issue income benefits electronically via direct deposit as directed by the City;
- The City has engaged a law firm for legal representation for all hearings before the TDI/Division of Worker's Compensation, who also acts as City's Austin Division Representative. TPA will be required to coordinate with and work closely with this representative;
- Provide a written report to City on the proceedings at any administrative hearing within 72 hours after such hearing, at no additional cost to the City. Any representation of the City beyond administrative hearings and selection of legal counsel for these matters shall be approved by the City Attorney;
- Attend all meetings, administrative hearings, and legal proceedings that the City, or its outside counsel requests, at no additional expense to the City;
- Electronically transfer information required by statute or regulation to the Department of Insurance, Division of Workers' Compensation, and other involved parties in a timely manner at no expense to the City;
- Indemnify, defend and hold City harmless from all fines and penalties levied against the TPA, or City for TPA's failure to comply with the Texas Workers' Compensation Act, including, but not limited to, failure to timely pay all mandatory benefits and failure to timely comply with all reporting requirements. In no way will TPA pass along or otherwise cause City to pay fines, which are levied solely against the TPA or levied against City due to TPA's negligence, error or omission, including but not limited to payments that can be made based on estimated income benefits.
- Adjusters shall investigate and pursue all subrogation and restitution exposures to the City. The "at fault" party must be placed on notice within 30 days of notification of claim, or within 30 days of receipt of third-party information. Risk Management must be notified prior to notice being sent to determine if a City Attorney will be assigned. If no

City Attorney is to be assigned, follow-up correspondence must be completed every 30 days to adverse party. Cases involving subrogation shall not be considered a special claim allowing for allocated time and expense charges against the City;

- Obtain approval from City through a proposed settlement memo or presentation to the City's subrogation Claim Committee on all subrogation agreements, which are less than 100% of the lien. All recoveries shall be sent to the Risk Management Division immediately upon receipt. All terms of the third-party settlement, such as amounts paid to the employee, amount of attorney's fees, adverse party policy limits, etc. shall be outlined in the claim notes, as well as the settlement memo so the City may take credit for any needed future care related to the claimant as provided under the Texas Labor Code Section 417.002 (b).
- Provide periodic executive summaries of issues, trends, opportunities and results as it relates to workers' compensation program management;
- Prepare and file, with the appropriate State agencies, all forms required for the City to maintain its qualifications as a self-insured political subdivision, as authorized under Texas Labor Code, Chapter 504, unless otherwise directed by City. Expenses related to maintaining this status under the rules and regulations of Texas shall be passed onto the City;
- Obtain all necessary information to fully complete and file all required forms with the TDI-DWC, as required by law or regulation;

The selected Respondent will provide the following Medical Cost Containment services:

- Provide bill review, utilization review (prospective, concurrent, retrospective, pre-procedure) peer review, pre-authorization, case management, vocational and rehabilitation evaluation, discharge planning, identification of catastrophic illnesses or injury, and other workers' compensation medical cost management related services as requested and approved by the City;
- Audit medical bills in accordance with TDI-DWC fee guidelines or special discounts negotiated with providers;
- Make appropriate application of treatment guidelines and fee schedules;
- Electronically transfer required information to the TDI-DWC and other involved parties in a timely manner at no cost to the City;
- Use pro-active approval and coordinate activities with the claims adjusters and supervising staff with regard to case management services. All Case Management referrals must be approved by City;
- Monitor appropriateness of treatment, necessity and continuation of medical treatment in relation to an on-the-job injury/illness;

- Review medical bills for any irregularities such as overlapping dates of services, unrelated fees, up-coding and unbundling;
- Properly document files regarding analysis, recommendations/reviews, pre-authorization, etc. Documentation must show due diligence and reasonableness for any recommendations made, should these be challenged through administrative or judicial channels;
- Perform such other functions normally contemplated to be the function of medical cost containment service providers;
- Require bill review and utilization management staff to use Official Disability Treatment Guidelines (ODG) to properly handle claims and manage overutilization;
- Provide services through experienced, qualified, and licensed professional staff. Services of a Medical Director may be utilized on a case by case basis. The Case Managers should have appropriate required designations;
- Obtain Pre-approval from City on all vocational evaluation for job analysis;
- Provide an on-site nurse;
- Should the City elect to participate in a Certified 1305 Network or a 504 Plan, pay in accordance with fee schedule guidelines and Network rates, or Plan rates;
- Make case managers and utilization review staff available to treating physicians during physician's business hours;
- Provide treating physicians with timely notification of decisions regarding authorization;
- Provide monthly reporting, analysis and improvement opportunities for all cost containment and case management programs;

The selected Respondent will provide the following Pharmacy Benefit Management (PBM) services:

- Provide bill review, utilization review (prospective, concurrent, retrospective, pre-procedure) peer review, pre-authorization, and other workers' compensation PBM related services as requested and approved by the City;
- Audit and pay pharmacy bills in accordance with TDI-DWC fee guidelines or special discounts negotiated with providers, whether City contracts directly with providers or uses TPA's plan;
- Implement early medication intervention protocols where medication peer reviews are done with suggestions of appropriate medication;

- Electronically transfer required information to the TDI-DWC and other involved parties in a timely manner at no cost to the City;
- Monitor appropriateness of prescription(s), necessity and continuation of prescription(s) in relation to an on-the-job injury/illness;
- Review pharmacy bills for any irregularities such as overlapping dates of services, unrelated fees, up-coding and unbundling;
- Properly document files regarding analysis, recommendations/reviews, pre-authorization, etc. Documentation must show due diligence and reasonableness for any recommendations made, should these be challenged through administrative or judicial channels;
- Perform such other functions normally contemplated to be the function of PBM service providers;
- Provide services through experienced, qualified, and licensed professional staff. Services of a Medical Director may be utilized on a case by case basis;
- Make case managers and utilization review staff available to treating physicians during physician's business hours;
- Provide treating physicians with timely notification of decisions regarding authorization;
- Provide monthly reporting, analysis and improvement opportunities for all cost containment and case management programs;
- Comply with all rules and regulations promulgated by the Commissioner of Workers' Compensation, and, if passed, all requirements of Texas Legislature 82(R) 2011 House Bill 528 and/or Senate Bill 318, pertaining to prescription medication and services.

The selected Respondent shall provide the following Third Party Administration services for third party liability claims:

- Provide a Dedicated Liability Claims Unit for the City's account;
- Initiate claims investigation with claimant(s), witnesses, affected City personnel, and any other necessary parties within 24 hours of receipt of a claim by telephone or in person;
- Attempt to take recorded statements from all claimants as part of investigation. Include note in file if claimant refuses;
- Secure photographs of the location in question on all claims involving the condition of tangible personal or real property when appropriate.
- Assign an appraiser to inspect all property damage claims, where appropriate. Inspection shall include an itemized description and photos of damages;

- Secure copies of all third party contracts for review of insurance and indemnification requirements, where appropriate;
- Tender claims to third party contractor or other entities, where appropriate;
- Coordinate contact with City Attorney's Office through Risk Management;
- Deny a claim if TPA determines the City has no liability or where immunity has not been waived. City, however, reserves the right to make such determinations on its own;
- Make recommendations promptly to the City regarding investigation, negligence, and liability;

The selected Respondent shall provide the following Third Party Administration services for settlement of third party liability claims:

- Negotiate settlement of the claim if TPA or City determines liability exists or if immunity has been waived. TPA shall consult with Risk Management on any case involving a loss in excess of \$15,000.00.
- Settlements must be approved by City pursuant to City Ordinance 83926, 83927, and 2007-09-13-0969, Attachment XIII, unless the amount is \$2,500.00 or less, in which case settlement is within the authority of the TPA;
- Obtain City's approval prior to issuance of payment for settlement of a claim exceeding \$2,500.00. TPA shall forward a memo regarding the claim and reasons for settlement offer to City's Risk Manager for approval of the settlement, which approval shall be in writing.
 - If the settlement amount is between \$2,500.01 and \$15,000.00, two approvals are required before TPA may issue the check: Risk Manager, the Deputy City Attorney in charge of the litigation division of CAO, with notification to the Director of the department from whence the claim originated.
 - If the settlement amount is between \$15,000.01 and \$50,000.00, written approval from City's Claims Review Board is required before TPA may issue the check.
 - If the settlement amount exceeds \$50,000.00, City Council approval is required before TPA may issue the check.
- Make payments promptly on all approved settlements;
- Instruments disbursing, or directing disbursement of funds for third party liability bills/settlements in the amount of \$10,000.00 or more require a minimum of one original and one facsimile signature by TPA, or, in the absence of the original signature of a signer authorized by the TPA, one of the following: the signature of City's Finance Director, Assistant Finance Director – Accounting, the Disbursements and Receivables Administrator, or the Controller or Financial Reporting Manager(s), in accordance with City ordinance 2008-05-29-0458. Instruments disbursing, or directing disbursement of

funds for third party liability bills/settlements that are less than \$10,000.00 require a minimum of one facsimile signature by TPA. City shall provide prompt notice of any change in signature requirements, which shall automatically be incorporated in the contract.

The selected Respondent shall provide the following Third Party Administration services for litigation of third party liability claims:

- If a lawsuit is filed, TPA will forward contents of the claim file to the appropriate attorney as assigned by the Litigation Division of the City Attorney's Office. TPA shall continue to monitor the claim, and adhere all instructions, requests, etc. as directed by the assigned City Attorney (or outside Counsel);
- Pay all bills involved with litigation in prompt fashion once received from and/or approved by the City's Chief of Litigation;
- Obtain approval of the Deputy City Attorney in charge of City's litigation division prior to payment of any bills related to litigation, other than outside counsel bills, that exceed \$1,000.00;
- Maintain adequate reserve levels for each case;
- Attend meetings, mediation and legal proceedings as requested by City;
- Issue settlement checks as instructed by City Attorney, and deliver such settlement checks directly to assigned City Attorney, not to the claimant for all cases in litigation. TPA shall have no authority to settle cases that have resulted in litigation;
- Track litigation costs, monitor litigation, audit legal bills, and provide litigation expense reports upon request.

The selected Respondent shall provide the following Third Party Administration services for a Risk Management Information System (RMIS) for the workers' compensation and liability claims:

ELECTRONIC REPORTING TO THE PROPER AUTHORITIES OF ALL CLAIMS AS REQUIRED BY MMSEA IS MANDATORY.

- TPA shall provide software (claims platform) necessary to perform services hereunder. TPA must identify and proceed to correct any inoperative software within forty-eight (48) hours after City reports a problem;
- TPA shall provide City direct access to its RMIS for as many users as City requires, for the term of this Contract, including any extensions or renewals hereof, and for an additional 30 days following termination. Risk Management shall have direct access to the RMIS' electronic claims file and report writer, and have the ability to enter notes, diaries, attachments, etc. The current estimated number of users is twenty-five (25).

- System Capabilities. TPA's RMIS shall be capable of, though not limited to, the following:
 - Secured data
 - Access via standard Internet connection 24 hours a day, 7 days a week
 - Direct claim reporting of new claims – 24/7
 - All usual and necessary statistical claim information data
 - Capturing detailed information on: medical bills, other payments, client, injured worker, injured worker history, provider, diagnosis and treatment
 - Reporting the number of claims for a specific time period by injury date and by report date
 - Accurately calculate the number of full and partial days of disability for each claim accounting for all periods of intermittent changes in the claimant's work status
 - Producing monthly reports on employees who, in addition to the claim filed in a particular month, have filed one or more prior claims with City
 - Accurately reflecting paid and incurred amounts of net subrogation recoveries
 - Accurately capturing the number of lost time claims reported during a specific period for medical only claims, reopened claims, and prior claims
 - Capturing return to work dates
 - Capturing North American Industrial Classification System Codes
 - Distinguishing among the different types of payments made for cost containment services, and tracking same, including, but not limited to, state fee schedule, utilization review results and clinical edit reductions
 - Tracking denials and disputes by the reason for the denial/dispute, such as un-allowed condition, wage calculation, waiting period and vocational rehabilitation
 - Electronically making payment for indemnity and death benefits, programmed specific to Texas, and calculating the amount due based upon wages earned and the type of allowance, offering accuracy, timeliness, edit and audit processing, approval review and check production
 - Tracking Benefit Review Conferences and Contested Case Hearings through a diary system, which can be altered based upon the City's needs and the nature of the claim
 - Tracking claims by City location codes, and be extracted by department, division and section

- TPA shall provide reports through its web-based RMIS monthly or as requested by City. All reports shall be available on-line and may be run at any frequency requested by City. Custom formatting and detailing of data fields shall be available. Available reports shall include:
 - All Open Claims – Liability and Workers' Compensation
 - Claims Summary by Claim Year, including claim counts - Liability and Workers' Compensation
 - Claims Lost Detail - Liability and Workers' Compensation
 - Closed Liability Claims with Total Incurred > \$200,000
 - Open Liability Claims with Total Incurred > \$200,000
 - Open Liability Suits with Total Incurred > \$200,000
 - Suits with Status Activity During Fiscal Year
 - Open Litigation Claims – Liability
 - Liability Claims Loss Detail – Auto Liability Claims
 - Liability Claims Loss Detail – General Liability Claims
 - Claims Paid – Liability and Workers' Compensation

- TPA shall provide City with a loss run, which shall include record of overpayments recovered by fiscal year each month. This report shall be submitted to City by the 15th working day of each month.
 - TPA shall provide City with report of gross billings, number of audited bills, cost of audit, fee guideline reductions and PPO discounts, net amount and percentage of savings on a monthly basis. This report shall be submitted to City by the 15th working day of each month.
 - TPA shall make available to City, a copy of all status reports to the excess insurance carrier as warranted by the severity and complexity of the claim
 - TPA shall provide City with the monthly recap report via electronic mail no later than thirteen (13) days after the last day of the month.
 - TPA shall provide all other monthly reports to the City as requested by the City at no additional cost to City.
- TPA shall provide reports to City's excess liability insurance provider on each specific claim that meets the reporting criteria of each provider. Such reporting will be conditioned upon the City providing all necessary coverage and reporting criteria to the TPA. TPA shall provide status of claim(s) to carrier and City every 30 days or as otherwise required by the carrier.
 - TPA shall enable City to do *ad hoc* reporting from its RMIS on any other information requested by City.
 - TPA shall provide City with RMIS training for all users. Training shall occur on a quarterly basis, or as deemed necessary by City. The first training session shall be held within 10 days of the start of the Contract, and will occur at a City-designated facility. Length of training sessions shall be sufficient, as determined solely by City, to ensure adequate knowledge for use of the RMIS.
 - TPA shall retain all ownership and copyright interest in and to any and all software, computer programs, business methods, related documentation, technology, know-how and processes developed by TPA.
 - TPA will grant City a paid-up, non-exclusive, non-transferable license for its RMIS/Claims Administration Software, and will procure on City's behalf a paid-up, non-exclusive, non-transferable license for any required third party software that may be necessary for use in conjunction with TPA's software for an unlimited number of City users. The term of the licenses shall be for the duration of the Contract, including any extensions or renewals thereof and for 30 days after contract termination or expiration.
 - City will acknowledge that the licenses granted will be limited to City's own use exclusively and that City will not have the right to sub-license any of the software in either its original or modified form.
 - TPA's software contemplated for the provision of services under the Contract should be web-based, and as such, fully compatible with City's existing software and hardware, and City shall not incur any additional expenses, other than providing access to the Internet, in accessing and using TPA's software for performance of services hereof.

- TPA shall provide daily uploading of all claims data into Risk Management's stand alone RMIS system at no cost to the City.

The selected Respondent shall provide the following Third Party Administration services for funding account:

- TPA shall issue checks on a "positive pay" basis tied to a zero balance checking account, established at the City's depository, which is currently Frost Bank, for payments to employees, medical providers, vendors, citizens and attorneys.
- TPA shall provide its daily check register, in advance of issuing payments, no later than 10:00 a.m. each day to allow time for City to review, issue approvals, and deposit funds.
- City shall place funds in the account on a daily basis in an amount determined by the daily check register provided by TPA, taking into consideration required City approval for payments as described herein.
- TPA shall, at no additional cost to City, provide the checks which comply with the City's financial institution minimum standards.
- Upon termination of the contract, by expiration of the term or any other manner provided therein, TPA shall have all outstanding invoices received through the date prior to termination paid and processed, and shall have all files completed and updated in a neat and orderly manner.

III. OWNERSHIP AND LICENSES

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to

turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

IV. INTELLECTUAL PROPERTY

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

1. Either:

- a) obtain, at Respondent 's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
- b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
- c) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

2. Respondent further agrees to:

- a) assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
- b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
- c) indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

1. Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
2. the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
3. the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

V. TERM OF CONTRACT

The term of a contract awarded pursuant to this RFP shall be for a three (3) year period, beginning January 1, 2012 and ending on December 31, 2014, unless renewal and extension or earlier termination occurs pursuant to any other provision contained in said Contract.

At City's option, said Contract may be renewed and extended beyond the date stated above under the same terms and conditions for two (2) successive one (1) year periods. City shall also have the right to extend the contract under the same terms and conditions beyond the term or any renewal thereof, on a month to month basis, not to exceed a total of 180 days. All renewals and extensions shall be in writing, signed by the City Manager, the City Manager's designee, or the Director, and shall not require City Council approval, subject to and contingent upon appropriation of funds.

If funding for the entire Contract is not appropriated at the time this Contract is entered into, City retains the right to terminate the Contract at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

VI. PRE-PROPOSAL CONFERENCE

A Pre-proposal Conference will be held at **111 Soledad, Suite 1100, Purchasing & General Services Conference Room at 9:30 a.m., Local Time, on May 6, 2011**. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-proposal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-proposal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-proposal Conference is optional, but highly recommended.

This meeting place is accessible to disabled persons. The Riverview Towers Building is wheelchair accessible. The accessible entrance is located at 111 Soledad, San Antonio, TX 78205. Accessible parking spaces are located at the Rand Parking Garage, 122 N. Main Avenue,

San Antonio, Texas 78205. Entrance to the parking garage is located on Soledad immediately following the Riverview Towers Building. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-proposal Conference shall be preliminary. A written summary of the Pre-proposal Conference shall contain official responses, if any. Any oral response given at the Pre-proposal Conference that is not confirmed in the written summary of the Pre-proposal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in Section X – Restrictions on Communication, after the conclusion of the Pre-proposal Conference.

VII. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, tabbed and noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

TABLE OF CONTENTS

TAB A - EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

TAB B- GENERAL INFORMATION & REFERENCES FORM: Use the Form found in this RFP as Attachment A, Part One.

TAB C- EXPERIENCE, BACKGROUND & QUALIFICATIONS: Use the Form found in this RFP as Attachment A, Part Two.

TAB D – PROPOSED PLAN - Use the Form found in this RFP as Attachment A, Part Three.

TAB E – PRICING SCHEDULE - Use the Pricing Schedule that is found in this RFP as Attachment B.

TAB F – DISCRETIONARY CONTRACTS DISCLOSURE FORM: Use the Form in RFP Attachment C which is posted separately or Respondent may download a copy at: <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form:

1. Download form and complete all fields. All fields must be completed prior to submitting the form.

2. Click on the “Print” button and place the copy in your proposal as indicated in the Proposal Checklist.

TAB G – LITIGATION DISCLOSURE FORM: Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

TAB H– SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM: Complete, sign and submit the SBEDA form, found in this RFP as Attachment E. Place **original and one (1) copy** as Tab H within Respondent’s ORIGINAL proposal. Additional copies are not required.

Note: In accordance with SBEDA Ordinance Section III. D. 5. (a), this contract is being awarded pursuant to the SBE Subcontracting Program. CONTRACTOR agrees to subcontract at least 8% of its prime contract value to certified SBE firms. For more information see Exhibit 1.

TAB I – PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider’s commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

TAB J – FINANCIAL INFORMATION: Submit a copy of Respondent’s three most recent annual financial statements, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant.”

Submit one **(1) set** of financial documents with ORIGINAL proposal. Additional copies are not required.

TAB K – SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment F. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

TAB L – PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in this RFP as Attachment G.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE**

RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VIII. AMENDMENTS TO RFP

Amendments to the RFP, including written responses to questions received in compliance with Section X, Restrictions on Communication, may be posted as addendums on the City's website at <http://epav.sanantonio.gov/RFPListings/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section X, Restrictions on Communication, that Respondent wishes to receive copies of addendums by mail or fax.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

IX. SUBMISSION OF PROPOSALS

- A. Respondent shall submit: One (1) original, signed in ink, twelve (12) copies of the proposal, and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Third Party Administrator**" on the front of the package.

All proposals must be received in the City Clerk's Office no later than **2:00 p.m. Local Time**, on **May 24, 2011** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City Clerk's Office
Attn: Human Resources Department, Risk Management Division
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office
Attn: Human Resources Department, Risk Management Division
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

B. Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½” x 11” white paper with original placed inside a three ring binder and each copy to be securely bound in a more economical fashion (i.e. – heat bond, spiral bond, etc.). The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1” around the perimeter of each page. Electronic files, websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section VII. , Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

C. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Human Resources shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

D. All provisions in Respondent’s proposal, including any estimated or projected costs, shall remain valid for two hundred forty (240) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

X. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Respondents may ask verbal questions concerning this RFP at the Pre-proposal Conference.
2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **3:00 p.m., Local Time, on May 11, 2011**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Marilyn Timlake, Procurement Manager
City of San Antonio, Purchasing and General Services Department
marilyn.timlake@sanantonio.gov

Questions submitted and the City’s responses will be posted in the form of an Addendum to the City's web site at <http://epay.sanantonio.gov/RFPListings/>.

3. Respondent and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Marissa Newman. Ms. Newman may be reached by telephone at (210) 207-3962 or by e-mail at marissa.newman@sanantonio.gov. Contacts to the Small Business Office regarding this solicitation after the solicitation closing date is not permitted.
4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
5. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

XI. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

- A. Experience, Background, Qualifications (35 points)
- B. Proposed Plan (40 points)
- C. Price (25 points)

XII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the

parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

- J. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- K. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the

City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

XIII. SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date	April 17, 2011
Pre-proposal Conference	May 6, 2011 at 9:30 a.m.
Final Questions Accepted	May 11, 2011 at 3:00 p.m.
Proposals Due	May 24, 2011 at 2:00 p.m.

RFP ATTACHMENTS

THE DOCUMENTS THAT FOLLOW ARE FORMS THAT MUST BE COMPLETED BY RESPONDENT AND INCLUDED WITH RESPONDENT'S PROPOSAL. ATTACH THESE DOCUMENTS TO YOUR PROPOSAL IN THE ORDER INDICATED IN RFP SECTION VII, WHICH IS ENTITLED "PROPOSAL REQUIREMENTS"

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

*To be submitted with Respondent's Proposal as **TAB B***

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each: _____

Provide address of office from which this project would be managed: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: ____

Total Number of Current Clients/Customers: ____

Briefly describe other lines of business that the company is directly or indirectly affiliated with: _____

List Related Companies: _____

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes No

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes No If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office. _____

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes No If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes No If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If “Yes”, state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. **Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes No If “Yes”, state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes No If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes No If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) largest Texas public entity client references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

FORMER CLIENT REFERENCES

Provide three (3) most recent Texas public entity clients that did not renew their contracts for Company's services, include the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

To be submitted with Respondent’s Proposal as TAB C

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent’s experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent’s specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.

A. Account Executive’s Qualifications:

Number of Public Entity Clients: _____

Type of Public Entity Clients: _____

Number of Other Clients: _____

Number of Clients with over 8,000 employees: _____

Local, State and /or National presence: _____

Length of Time with Company: _____

Length of Career in Insurance or Risk Management: _____

Professional/Associate Designations: _____

Experience:

____ Years Safety/Loss Control

____ Years Medical Profession HCP

____ Years Commercial Claims

____ Years Medical Fee Guidelines (W/C)

____ Years Risk Management

____ Years PPO Contracts

B. Assistant’s Qualifications:

Number of Public Entity Clients: _____

Number of Other clients: _____

Length of Time with Company: _____

Length of Career in Insurance or Risk Management: _____

9. Coverage Lines of Adjustment Expertise:

Please check the appropriate column.

	<u>Provided by In-House Staff</u>	<u>Available Through Affiliate</u>
Helicopter Hull & Liability		
Airport Liability		
Professional Liability		
Owner Controlled Insurance Programs		
Excess Workers' Compensation		
Self-Insured Liability Programs		
Indemnification Agreements (Contracts, Leases)		
Special Events Liability		
Commercial General Liability		
Excess Liability / Umbrella		
Other		
Other		

10. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

11. Provide copies of your three most recent "Performance Based Oversight Ratings" with the Texas Department of Insurance.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

To be submitted with Respondent's Proposal as TAB D

Prepare and submit the following items.

1. **Operation and Management Plan for Third Party Administration** – Provide plan of operations and management for implementation of the requested scope of services. Note particular strategies, techniques, systems, procedures and approaches that distinguish firm(s) in each of the major areas of responsibility as provided in this RFP. Respondent should, at a minimum, address each of the following:
 - A. Does Respondent use a formal claims procedure and performance manual? If so please describe in detail.
 - B. Respondent's definition of a Lost Time Claim.
 - C. Does Respondent have a formal program for managing lawsuits and litigation expense? If so please describe in detail.
 - D. Frequency that Respondent's diary system allows claims supervisory personnel to review claim files in Respondent's system.
 - E. Respondent's Claim Reserving Philosophy for both Liability and Workers' Compensation.
 - F. Data Conversion Process, including ALL associated costs involved in detail.
 - G. Provide a list of intended partners for medical services to include physician peer review, vocational rehabilitation evaluations, private investigations and case management. Respondent should detail in its Proposal the method or process through which providers of these services are selected fairly and impartially.
 - H. Please describe the types of reporting mechanisms, and who initially receives this information in your company. Also, please describe the basic procedures taken once the information is received.
2. **Operation and Management Plan for Medical Cost Containment Services** – Provide plan of operations and management for implementation of the requested scope of services. Note particular strategies, techniques, systems, procedures and approaches that distinguish firm(s) in each of the major areas of responsibility as provided in this RFP. Respondent should, at a minimum, address each of the following:
 - A. Does Respondent have a network of pharmacies that offer discounts relative to the State's fee schedule? If so, please provide a listing of the participating pharmacies within the San Antonio Metropolitan area.

- B. Provide current discounted pricing for the following high usage prescriptions. Provide prices for a quantity of 30 tablets.

Prescription Name	Brand Cost	Generic Cost
HYDROCO/APAP TAB 10-325MG		
CYCLOBENZAPR TAB 10MG		
IBUPROFEN TAB 800 MG		
HYDROCO/APAP TAB 5-500MG		
CELEBREX CAP 200MG		
MELOXICAM TAB 7.5MG		
TRAMADOL HCL TAB 50MG		
MELOXICAM TAB 15MG		
FLECTOR DIS 1.3%		
CARISOPRODOL TAB 350MG		
PROPO-N/APAP TAB 100-650		
HYDROCO/APAP TAB 7.5-500		
TIZANIDINE TAB 4MG		
LIDODERM DIS 5%		
HYDROCO/APAP TAB 7.5-325		
ZOLPIDEM TAB 10MG		
CYCLOBENZAPR TAB 5MG		
SULINDAC TAB 200MG		
HYDROCO/APAP TAB 7.5-750		
NAPROXEN TAB 500MG		
METAXALONE TAB 800MG		
AMRIX CAP 15MG		
SKELAXIN TAB 800MG		
DURAGESIC DIS 100MCG/H		
LYRICA CAP 50MG		
SYNVISC ONE INJ 8MG/ML		
CYMBALTA CAP 60MG		
LYRICA CAP 75MG		
OXYCONTIN TAB 40MG CR		

Indicate length of time for which these prices will be held firm: _____

- C. Is Respondent’s bill audit software proprietary or leased? If owned or leased please provide name of software.
- D. Does Respondent have capabilities to interface electronically with Respondent’s medical cost containment provider regarding automated payment of medical bills?
- E. Explain how Respondent’s software system captures and identifies network discounts. Is this process an automated system or manual system?

- F. Explain how Respondent handles duplicate payments.
 - G. Explain Respondent's procedure in dealing with re-audits that result from the provider's error. Explain Respondent's procedure in dealing with re-audits that result from the Respondent's error.
 - H. Explain your medical bill review process.
 - I. Do you perform the bill review process in house or do you subcontract it out?
 - J. What kind of cost savings do you see on medical bill reimbursements? Are these savings measured from fee schedule dollars or from billed charges?
 - K. Does the bill review staff apply treatment guidelines to the bills?
 - L. Does the bill review staff actually audit every bill for relatedness, over coding, correct coding, or is it simply a pass through process?
 - M. Advise on how Respondent shall determine appropriateness of hospitalization and control length of stay.
 - N. Describe Respondent's method of properly identifying and making early referral for medical case management.
3. **RMIS Operation Plan** – Provide a complete description of Respondent's RMIS. Respondent should, at a minimum, address or provide the following:
- A. Detailed information on Respondent's computer facilities including hardware and software to be used in performance of the contract.
 - B. Does Respondent's RMIS have the capability of being accessed through the internet?
 - C. Is Respondent's RMIS able to report the number of claims for a specific time period by injury date and by report date? Please explain.
 - D. Is Respondent's system able to accurately calculate the days of disability for a specific claim accounting for periods of intermittent lost time? Please explain.
 - E. Is Respondent's system able to provide monthly reports on those employees who, in addition to the claim filed in a particular month, have filed one or more prior claims with the City?
 - F. Can Respondent's system accurately reflect paid and incurred amount net of subrogation recoveries?
 - G. Is Respondent's system able to accurately capture the number of lost time claims reported during a specific period for medical only, reopened and prior claims?
 - H. Does Respondent's system accurately capture return to work dates?
 - I. Is Respondent's system able to report on overall program success identifying

opportunities for improvement in the process? Please explain.

- J. Does Respondent obtain an “SOC 1” Type 2 report ? If so, on what cycle?
- K. Is Respondent’s system able to reflect codes pertaining to the North American Industrial Classification System (NAICS)? And NCCI codes?
- L. Explain anticipated reporting capability, analysis, and improvement opportunities on all aspects of the cost containment program, including but not limited to request, and case management programs.
- M. Is Respondent’s system capable of capturing and reporting suspected fraudulent indemnity and medical claims? Please explain.
- N. Is Respondent’s system capable of calculating and tracking attorney fee payments without the necessity of manual calculation and tracking? If yes, please describe how this system works and how the system tracks this information. If no, please describe the manual system and protocols in place to track attorney fee payments.
- O. Is Respondent’s system capable of distinguishing amount the different types of payments made for cost containment services? If yes, please provide at least four (4) examples of cost containment services that can be tracked on your system. If no, please describe the manual system and protocols in place of track these types of payments.
- P. Is Respondent’s system capable of tracking denials and disputes by the different reasons for denials and disputes? If yes, please provide at least four (4) examples of the types of denials and disputes, and how system tracks this information. If no, what mechanisms are in place for tracking information?
- Q. Is Respondent’s system capable of electronically making payments for indemnity and death benefits? If yes, please describe the system. Please provide at least (5) examples of the advantages of an electronic system versus a manual system. If no, what mechanisms are in place for these types of payments? Please provide at least five (5) examples of the advantages of the manual mechanisms you have in place versus an electronic system.
- R. Does Respondent’s system track Benefit Review Conferences and Contested Case Hearings held, and the results? If yes, please describe in detail how the system tracks this information and how the City and Respondent can utilize this information. If no, what mechanisms are in place for tracking this information? Also, please describe in detail how the City and Respondent can utilize this information.
- S. Does Respondent provide periodic executive summaries of issues, trend, opportunities, and results as it relates to workers’ compensation program management? Please provide blinded copies of the analysis that Respondent completed for another entity.
- T. Does Respondent have a standard reporting packet for your clients with a frequency of daily, weekly, monthly and periodical reports? Please provide a blinded sample.

If the report is large, only include first and last page.

- U. The reports listed below are just a few of reports that are required annually, at the end of each fiscal year. Is Respondent's system able to generate these reports and format them to the City's needs? If so, please provide sample reports of:

- All Open Claims – Liability and Workers' Compensation
- Claims Summary by Claim Year – Liability and Workers' Compensation
- Claims Lost Detail – Liability and Workers' Compensation
- Closed Liability Claims with Total Incurred > \$200,000
- Open Liability Claims with Total Incurred > \$200,000
- Open Liability Suits with Total Incurred > \$200,000
- Suits with Status Activity during Fiscal Year
- Open Litigation Claims – Liability
- Liability Claims Loss Detail – Auto Liability Claims
- Liability Claims Loss Detail – General Liability Claims
- Claims Paid – Liability and Workers' Compensation

4. **Customer Service and Quality Assurance Plan** - Provide a complete description of Respondent's proposed mechanisms for providing customer service and tracking customer satisfaction. Respondent should at a minimum provide information including:

- A. Description of new claim file set-up procedures, the processes utilized by Respondent and the time line involved for the adjuster to receive the new claim, to ensure that files are assigned within 24 hours from receipt of the initial report;
- B. Description of file review process to ensure that personal contact is made with all lost time injured workers at least once every three weeks;
- C. Outline of Performance Measures for claims administration;
- D. Respondent's internal audit procedures for third party administration services in detail;
- E. Description of customer service policies;
- F. Description of case-file tracking of employees with lost-time injuries, to ensure that all first checks for TIB are delivered to employees in person along with an explanation of workers' compensation benefits;
- G. Description of your business and operational continuity plans related to potential disasters impacting your business operations.

5. Provide a complete description of respondent's proposed mechanisms for compliance with MMSEA as a designated agent of the City of San Antonio, which is an RRE.

- A. Describe claim procedures to determine claimant's eligibility under Medicare.
- B. Describe RMIS query function when interfacing to CMS.
- C. Describe RMIS quarterly reporting to CMS

6. Please provide a complete explanation of respondent's Prescription Benefit Manager (PBM) plan including:
 - A. Strategy for maximizing in-network utilization;
 - B. Description of all "N Code" prescription pre-authorization requests in accordance with ODG guidelines;
 - C. List of reports available each month with brief description.

RFP ATTACHMENT B

PRICE SCHEDULE

To be submitted with Respondent’s Proposal as **TABLE**

A. THIRD PARTY CLAIMS ADMINISTRATION - WORKERS’ COMPENSATION

Flat Fee (Annual) –For Workers’ Compensation Claims Services				
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 1	Year 2	Year 3	Year 4	Year 5

All fees for services required in this RFP must be included in the flat rate above, except for as provided in the tables below.

B. MEDICAL COST CONTAINMENT SERVICES

RESPONDENT will provide quotes on each of the following lines of services, and in the format as indicated below.

SERVICE	COST				
	1st Year	2nd Year	3rd Year	4th Year	5th Year
Medical Bill Audit Flat Rate Per Bill					
UB-92	\$ _____ per bill				
HCFA	\$ _____ per bill				
Pharmaceutical	\$ _____ per bill				
Pre-authorization Fee (per Pre-Authorization)					
Medical	\$ _____ per bill				
Pharmaceutical	\$ _____ per bill				

PRICE SCHEDULE (Continued)

SERVICE	COST				
	1st Year	2nd Year	3rd Year	4th Year	5th Year
Case Management	\$_____ per hour				
Peer Review	\$_____ per review				
Required Medical Examination Coordination	\$_____ per hour				
Private Investigation Services	\$_____ per hour				

C. THIRD PARTY CLAIMS ADMINISTRATION – LIABILITY CLAIMS SERVICES

Flat Fee (Annual) – For All Liability Claims Services				
\$_____	\$_____	\$_____	\$_____	\$_____
Year 1	Year 2	Year 3	Year 4	Year 5

All fees for third party liability claims administration services required in this RFP must be included in the flat rate above.

D. ADDITIONAL OPTIONAL SERVICES

Identify any additional optional services with clear description and price per year.				
\$_____	\$_____	\$_____	\$_____	\$_____
Year 1	Year 2	Year 3	Year 4	Year 5

RFP ATTACHMENT C

DISCRETIONARY CONTRACTS DISCLOSURE FORM

To be submitted with Respondent's Proposal as TAB F

Discretionary Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

To be submitted with Respondent's Proposal as TAB G

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes No

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

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

RFP ATTACHMENT E

SBEDA FORM

To be submitted with Respondent's Proposal as TAB H

To be attached as separate document

RFP ATTACHMENT F

SIGNATURE PAGE

To be submitted with Respondent's Proposal as TAB K

SIGNATURE PAGE

The undersigned certifies that (s) he is authorized to submit this proposal on behalf of the entity named below:

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

By signature(s) above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Exhibit 4, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.
4. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent’s proposal and during Proposal process.
5. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
6. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
7. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a “high-profile” contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

RFP ATTACHMENT G

PROPOSAL CHECKLIST

To be submitted with Respondent's Proposal as TAB L

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Respondent's Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
Tab A	Executive Summary	
Tab B	General Information and References <ul style="list-style-type: none"> • RFP Attachment A, Part One 	
Tab C	Experience, Background & Qualifications <ul style="list-style-type: none"> • RFP Attachment A, Part Two 	
Tab D	Proposed Plan <ul style="list-style-type: none"> • RFP Attachment A, Part Three 	
Tab E	Pricing Schedule <ul style="list-style-type: none"> • RFP Attachment B 	
Tab F	Discretionary Contracts Disclosure form <ul style="list-style-type: none"> • RFP Attachment C 	
Tab G	Litigation Disclosure <ul style="list-style-type: none"> • RFP Attachment D 	
Tab H	* SBEDA Form <ul style="list-style-type: none"> • RFP Attachment E; and • Associated Certificates, if applicable 	
Tab I	Proof of Insurability (See RFP Exhibit 2) <ul style="list-style-type: none"> • Insurance Provider's Letter • Copy of Current Certificate of Insurance 	
Tab J	Financial Information <i>Provide one (1) set</i>	
Tab K	* Signature Page <ul style="list-style-type: none"> • RFP Attachment F 	
Tab L	Proposal Checklist <ul style="list-style-type: none"> • RFP Attachment G 	
	One (1) Original, twelve (12) Copies, and one (1) CD of entire proposal in PDF format.	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**