

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) REQUIRED RESPONSE FORM

RFP-01C-017S

DATE: May 15, 2001

TITLE: RFP FOR CLAIMS ADMINISTRATION SERVICES

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on June 19, 2001, and plainly marked RFP-01C-17S. Proposals are due and will be opened at this time.

Anti-Collusion Statement / Public Domain

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through 39 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA

REQUEST FOR PROPOSAL FOR

CLAIMS ADMINISTRATION SERVICES

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SCHOOL DISTRICT OF PALM BEACH COUNTY

REQUEST FOR PROPOSAL FOR

CLAIMS ADMINISTRATION SERVICES

1.0 **INTRODUCTION:**

1.1 This is a Request for Proposal (RFP) for **CLAIMS ADMINISTRATION SERVICES** to the School District of Palm Beach County, Florida (the District).

1.2 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

1.3 Document files may be examined, during normal working hours, ten days after proposals have been opened.

2.0 **INSTRUCTIONS TO PROPOSERS:**

2.1 All proposals must be received no later than 2:00 PM, on June 19, 2001. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Department of Purchasing, Suite A-323, 3326 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813.

2.2 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the proposer(s).

2.3 One manually signed original and eight photocopies of the proposal must be sealed in one package and clearly labeled "**REQUEST FOR PROPOSAL FOR CLAIMS ADMINISTRATION SERVICES**" on the outside of the package. The legal name, address, proposer's contact person, and telephone number must also be clearly annotated on the outside of the package.

2.4 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).

2.5 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.

2.6 Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

2.7 Proposals not conforming with the instructions provided herein will be subject to disqualification at the sole option of the District.

2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

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- 2.9 **DELIVERY OF RFPs:** When hand delivering your RFP, proposers must follow the School District's security access procedures. The procedures are as follows:
- A. Park in visitors' parking area.
 - B. Enter building through the front door.
 - C. Sign-in at the front desk and receive visitor's pass.
 - D. Proceed to the Purchasing Department located in A-Wing, Third Floor, Room A-323.
 - E. Present RFP to Purchasing receptionist for official date/time stamping.

PROPOSERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR RFP TO THE PURCHASING DEPARTMENT, ROOM A-323, A-WING, THIRD FLOOR, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE RFP.

3.0 **TIME SCHEDULE:**

- 3.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s).

May 25, 2001	-	All written questions and inquiries are due.
June 19, 2001	-	Proposals due no later than 2:00 PM.
June 25, 2001	-	* Evaluation Committee Meeting
July 10, 2001	-	Oral Presentations
July 18, 2001	-	Posting of Recommendation.
August 15, 2001	-	Recommend proposer(s) to the School Board for approval.

* This is an open, public meeting.

- 3.2 Notification of any changes to the time schedule will be made to proposers by US certified mail or fax.
- 3.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

4.0 **AWARD:**

- 4.1 The District reserves the right to accept or reject any or all proposals.
- 4.2 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- 4.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.
- 4.4 The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.
- 4.5 The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.

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- 4.6 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the School Board of Palm Beach County, Florida, from making multiple awards and to deem all proposals responsive, and to assign work to any firm deemed responsive.
- 4.7 The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

5.0 **TERM OF CONTRACT / RENEWAL**

- 5.1 The term of this contract shall be for three years beginning September 1, 2001, and may, by mutual agreement between the School Board and the awardee, be renewable for two additional 2-year periods. The Board, through the Purchasing Department, will, if considering to renew, request a letter of intent to renew from the awardee prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their proposal.

6.0 **RFP INQUIRIES:**

- 6.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, May 25, 2001. Questions received in writing by the time and date specified will be answered in writing. Sandra L. Brady is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Mrs. Brady nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

Send all inquiries to attention:

Sandra L. Brady, Senior Purchasing Agent
Purchasing Department
School District of Palm Beach County
3326 Forest Hill Boulevard
West Palm Beach, FL 33406
(561) 434-8172 FAX (561) 434-8185

- 6.2 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.
- 6.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.
- 6.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.
- 6.5 No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

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7.0 **LOBBYING:**

7.1 **PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED IN THE PURCHASING DEPARTMENT. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.**

7.2 **LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.**

7.3 **ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT. ADDITIONALLY, ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD MEETING.**

7.4 **ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.**

8.0 **SCOPE OF SERVICES:**

The School District is seeking proposals for third party claims administration services for its self-insurance program. The District is self-insured for its liability (automobile and general liability) and workers' compensation exposures. The District carries excess workers' compensation coverage (with a current SIR of \$300,000 per claim). The claims administrator will provide all specified adjusting services for all claims as well as all other required services, such as administrative, managed care, computerized claims/loss statistical information (RMIS) and banking/loss fund reconciliation. The specific required services are outlined in greater detail within this request for proposals.

The District is seeking a three year contract proposal with two 2-year option periods. Proposals to handle only selected parts will not be considered. It is understood by the successful proposer that all services are to be provided by the proposer's employees and cannot be contracted out to another party without the prior approval of the District. The commencement date of the contract will be September 1, 2001. The District's current claims administrator is F.A. Richard and Associates. They have been under contract to provide these services since July 1, 1996.

The District has approximately 18,000 employees and provides educational services for 154,000 students at 143 school locations.

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8.1 TERM OF AGREEMENT:

This servicing contract is to be for a period of three (3) years, with two 2-year option periods, commencing September 1, 2001. Proposed rates are to be guaranteed annual fees for the first three years (as opposed to per claim time and expense or any other fee proposal). Proposals not containing an all inclusive guaranteed annual fee for three years for all specified services (except managed care), will not be considered.

The program is run on an "occurrence" basis, therefore, all claims occurring in the contract year, regardless of when reported, are to be handled per the requirements of this agreement. The claims administrator is required to handle all claims to their conclusion or to the conclusion of the contract, whichever occurs first, at no additional charge to the District other than the annual fee. The contract may be terminated by either party with ninety (90) days written notice to the other. However, any cancellation does not alter the claims administrator's obligation to handle all claims prior to the termination date.

8.2 PRIOR CLAIM FILES:

All proposers are to assume the complete handling of all pending claims now being handled by our present claims administrator (for dates of loss prior to August 30, 2001). The information provided regarding the volume and type of pending claims to be assumed is based on the latest information provided to the District and cannot be guaranteed as to its accuracy. If the amount of prior claim files to be taken over is 25% greater than represented in this RFP, the District will consider a proportionate adjustment to the proposer's flat annual fee. It is the responsibility of the proposer to review prior claim files to determine the additional proposed cost, if any, to take over these files. It is also required that the claim data associated with all claims occurring prior to September 1, 2001 be transferred into the proposer's computer information system, so that future loss runs will contain a complete history of all claim years. The transfer of all claims data must be completed by December 1, 2001. The proposer is responsible for specifically indicating in their proposal the fees, if any, for assumption of prior claims and the data conversion. Information on pending claim counts is included in this RFP. At the termination of the contract, the successful proposer shall provide the District with computer tapes or other computer media containing all of the data required by the Loss Statistics Services. Such data shall be made available in a format generally importable into a commonly recognized database for loss statistics.

Obligations Not Terminated by Contract Period – Other than the filing of applications for self-insurance, the successful proposer, at the option of the District, shall be required to provide services on all claims occurring during the contract period and until six months after the termination of the contract (including renewals, extensions or replacements thereof), all legally required reports for the contract period rendered, and all required reports to the Rating Bureaus or other appropriate agencies made. The successful proposer's fee shall include the full consideration for such continuing obligations and, except as noted herein, no additional consideration shall be due for such obligations which extend beyond the contract period.

Claims Administrator will have the ability to provide full service to English, Spanish and Haitian-Creole speaking individuals.

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Subrogation Reports – On a semi-annual basis, or as specifically requested by the District, a report shall be provided of all claims for which the claims administrator has pursued (whether successfully or not) subrogation, contribution or indemnity or recovery from special or second injury funds on behalf of the insured. In addition to the data specified in the Basic Report, as applicable, the report should include the following:

- (1) Name of party from whom recovery is sought
- (2) Basis of recovery
- (3) Amount recovered to date
- (4) Estimated amount yet to be recovered

Report on Inactive Open Claims – On a semi-annual basis, or as specifically requested by the School Board, a report shall be provided listing all open claims for which there has been no payment activity in the previous six months' period.

8.3 **LIABILITY CLAIMS INVESTIGATION AND ADJUSTING SERVICES:**

Upon receipt of all liability claims, the claims administrator, on behalf of the District, shall perform the following services:

- A. The claims manager will review all first notices of claim reports received from the District (this will consist of loss reports, claim letters, suits or claims that are phoned, mailed or faxed in by the District), prior to an assignment to an adjuster approved by the District.
- B. The claims administrator will designate two outside field adjusters, each with a minimum of 5 years experience, to handle all District claims and also designate an alternate in their absence. The designation of these persons is subject to the approval of the District.
- C. Conduct a complete investigation of the accident, according to the District's requirements.
- D. Investigations are to include, but not necessarily be limited to, the following:
 - (1) Contact the claimant or the claimant's attorney within 24 hours of the time the accident report is received by the service company. (In the case of underrepresented claimants, personal contact is required the same day the claim is received.) All claim files must contain adjuster's logs documenting all contact and activity.
 - (2) Obtain recorded statements from the claimant, witnesses and the District personnel. Personal contact of all underrepresented claimants by outside adjusters is required.
 - (3) Complete a timely scene investigation consisting of photos and diagrams. This is required within 2 days of receipt of any serious AL or GL claim assignment.
 - (4) Obtain the police and/or fire rescue report.
 - (5) Obtain and review all medical reports and bills submitted by the claimant or their attorney.
 - (6) Obtain and review all estimates and appraisals for property damage claims.
 - (7) Establish appropriate reserves on all claims and revise the reserves as needed.

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- (8) Submit a report to the District within 30 days of receipt of the claim, summarizing:
- (a) date/time/location of loss
 - (b) claimant information
 - (c) description of accident
 - (d) injuries or damages
 - (e) witnesses' version
 - (f) liability analysis
 - (g) evaluation of claim (i.e. amount of recommended settlement, denial, reserves, attorney demand)

If a settlement recommendation cannot be made at this initial report (due to lack of information), please indicate. However, remainder of investigation should be completed.

- (9) Submit a status report every 90 days thereafter to the District until the claim is resolved.
- E. The claims administrator has authority to settle cases on behalf of the District of up to \$5,000 per claim.
- F. For any settlement in excess of \$5,000 the claims administrator must receive authorization from the District. The request for this authorization must be presented in writing, including the adjuster's evaluation and recommendation in a format required by the District. After authorization is granted, the claims administrator will settle the claim and obtain the appropriate release. The claims administrator will advertise settlements as required by Florida Statute, Chapter 69. Additionally, the claims administrator will provide a report quarterly to the District on all settlements above \$10,000.
- G. The District will assign an attorney for the legal defense of any claim that goes into suit. The claims administrator will assist our attorneys with any additional investigation as deemed necessary by the District or its attorney. The claims administrator will continue to monitor the file in litigation and control the activities of defense counsel by requiring status reports every 90 days and directing the attorney's activities. The claims administrator will review all legal bills for appropriateness and confirm hourly rates are correct as specified in the District's legal RFP award. Documentation for all expenses must be submitted prior to the claims administrator's actual approval and payment from the District's loss fund. The claims administrator will provide a monthly list of new legal assignments to the District. The claims administrator will provide a monthly report of all litigated claims in the format specified by the District.
- H. Upon notification from the District, forward a copy of the file in suit to the District's selected attorney with a transcription of all statements. Also, open an expense reserve.
- I. The claims administrator will attend all mediations and trials as requested by the District. With respect to claims with impending trial dates, the Manager of the claims administrator will take an active and aggressive role in settlement or preparation for trial.
- J. The claims administrator, after approval of the District, can assign the necessary auto appraiser for property damage claims. These expenses will be paid as an allocated expense by the claims administrator from the District's loss fund.

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- K. Any other claim expense must be approved by the District prior to being incurred. However, expenses for normal claim activities, such as photographs, tapes, supplies, postage, etc. are the responsibility of the claims administrator.
- L. The claims administrator will meet monthly (or more frequently if required by the District) with the District Claims Manager at the District's office to review all large exposure (over \$25,000) incurred cases and report on their status.
- M. All claim files are at all times the property of the District. The District has the right to inspect any and all files whenever we deem necessary. If the contract is terminated, the District will receive all original claim files.
- N. The claims administrator will make recommendations to the District as to actions that can be taken to prevent future claims. These loss prevention recommendations can be included in the status reports.
- O. All work must be performed by the proposer's employees. The use of any contracted or independent adjuster is prohibited unless prior approval is granted by the District.
- P. The claims administrator will reimburse the District for payments made in error that are non-recoverable from third parties by the administrator.

The District wants prompt, personal contact of all claimants. Evaluations of each claim are to be made as soon as the necessary information is received. The investigation and evaluation of all claims should be completed prior to suit being filed, since F.S. 768.28 (sovereign immunity statute) requires the claimant provide six months notice of intention to file suit.

8.4 **WORKERS' COMPENSATION CLAIMS ADJUSTING AND INVESTIGATION SERVICES:**

Upon receipt of all workers' compensation claims, the claims administrator shall perform the following:

- A. The claims manager or supervisor will review all notices of injury received from the District prior to the assignment to an adjuster approved by the District.
- B. Accept or deny all reported claims for employees' injuries on behalf of the District in accordance with the applicable Workers' Compensation Law. The decision to controvert a claim must first be discussed with and approved by the District.
- C. To conduct the required investigations as deemed necessary as it relates to workers' compensation including scene investigations and personal claimant contact on all lost time or light duty cases. Also, all lost time claimants are to have their indemnity check hand delivered by the adjuster once a month. Contact with claimants is to be made within 24 hours of the claims administrator's receipt of the claim.
- D. Subject to the prior approval of, and at the expense of the District, employ outside professionals such as surveillance, rehabilitation, experts and attorneys to assist in the investigation and adjustment of claims. Payment will be made by the claims administrator from the loss fund as an allocated expense.

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- E. Review all medical bills and other services for which a claim is being made for reasonableness and conformity to appropriate medical and surgical fee schedules and network discounts.
- F. Coordinate the medical treatment of all claims by setting appointments and authorizing necessary physician referrals and treatments.
- G. Every 30 days provide a report indicating all employees that are not working in a full duty unrestricted capacity.
- H. Every 90 days, submit a full summary report to the District on all claims of the following types:
 - any claim in which an employee is not working full duty
 - total incurred value exceeding \$50,000
 - potentially controverted cases
 - claims in which settlement (washout) is recommended
- I. The claims administrator has authority to settle issues and claims up to \$5,000. For settlements above \$5,000, the claims administrator will submit a full captioned report to the District summarizing all issues and evaluating exposures along with a settlement recommendation for District approval.
- J. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation) or other proceedings.
- K. Pay in a timely fashion all claims and expenses from the loss fund account established by the District, which will be maintained by the claims administrator. Fees, interest and civil penalties required due to late payments or adjuster mishandling are to be paid by the claims administrator unless caused by late reporting from the District.
- L. Pursue all possibilities of subrogation, liens and recovery from the Special Disability Fund.
- M. The District will approve and assign the attorneys that provide the defense of claims. The claims administrator is to provide the defense attorney a complete copy of the file in question at the time an assignment is made. The claims administrator will provide a monthly report to the District regarding new legal assignments.
- N. The claims administrator will attend workers' compensation hearings and mediations as requested by the District.
- O. The claims administrator will timely report all claims to the District's excess carrier, as required by the carrier's reporting criteria. For any late reporting penalties imposed by the carrier due to late reporting by the claims administrator, the claims administrator will reimburse the District for those amounts, unless late reporting was caused by the District.
- P. The claims administrator will provide all necessary status reports as required by the excess carrier.
- Q. The claims administrator will submit quarterly requests to the excess carrier for all payments above each claim's SIR to obtain the proper reimbursement for the District. The reimbursement checks will be forwarded to the District and the amount recovered will be entered into the claims administrator's claims information system.

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- R. Provide all required managed care services as required by Florida Statute 440. with nurses/medical case managers employed by the claims administrator and located in the local claims office. Provide your fees for these services separately, as these fees will be paid as allocated expenses.
- S. The claims administrator will reimburse the District for any penalties or fees generated due to the errors of the claims administrator.

8.5 STAFFING AND PERSONNEL REQUIREMENTS:

It is the District's claims management philosophy that the proper and most cost-effective method to handle claims and thereby reduce and control the District's self-insured loss payments is to ensure the claims administrator hires and retains the appropriately qualified professionals to handle our claims. Additionally, the adequate number of adjusters and a manageable caseload enables qualified adjusters to perform the required services. The District therefore requires that the proposer agree to staffing, qualifications and caseload criteria established by the District.

The claims administrator must have a full service claims operation located in Palm Beach County where all claims staff and file handling activities are performed. The District requires that the claims administrator provide either a dedicated office or a dedicated unit within a Palm Beach County located office that contains claims professionals assigned solely to the District's claims.

The District reserves the right to the final prior approval of the hiring and/or assignment of the claims manager, supervisors and adjusters that are to handle the District's claims.

The required maximum open case loads for adjusters are to be as follows (claims manager should not handle files):

liability	- 150
workers' compensation (lost time)	- 125
workers' compensation (medical only)	- 500

The claims administrator agrees to add staff as necessary to maintain these maximum pending caseload levels. Explain how the office or unit will be staffed and explain the level of supervision that will be provided.

Claims personnel must be employees of the claims administrator. The use of independent adjusters, subcontractors or temporary adjusters is not acceptable without prior approval of the District. Adjuster trainees are not acceptable for handling of the District's claims. Additionally, resumes of all claims professionals specifically assigned to this account are to be submitted with this proposal. All claims professionals must possess a current Florida adjuster's license.

8.6 ADMINISTRATIVE SERVICES:

The claims administrator will additionally perform the following related services:

- A. State required filings
- B. Loss fund management
- C. Computer generated loss runs and other management reports
- D. Provide an annual SAS 70 audit report

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8.7 **STATE REQUIRED FILINGS:**

- A. The claims administrator will prepare and file, on behalf of the District, with the appropriate state agency, all applications required for the District's continued qualification as a self-insurer.
- B. Prepare, maintain, and file all records and reports as may be required by legal authorities (State or Federal).
- C. Prepare, maintain, and file statistical data, records, or reports as required by excess insurers, District actuaries, and the State.
- D. Prepare, maintain and file statistical information required by workers' compensation rating bureaus, including all data required for the promulgation of the District's experience modification and State assessments. (BSI-17 due March 1 of each year)
- E. Prepare and file any other reports as required by the District and the State relating to claims experience, payments, etc. (Such as DWC-51, Aggregate Defense Attorney Fee Report due to the State by March 31 of each year)

8.8 **LOSS FUND MANAGEMENT:**

- A. The Imprest Account will be maintained at the District's commercial banking institution. The account will be classified as part of the analysis group of District accounts. The District will pay all service fees that are normal and customary in this account. All interest earned or service credits generated will accrue to the benefit of the District.
- B. The claims administrator is required to follow Florida law concerning public deposits. Specifically, the claims administrator needs to follow F.S. 237.211(6) and F.S. 280 Security of Public Deposits. Failure to comply with these laws is sufficient cause for the District to terminate the contractual agreement with the claims administrator.
- C. All claims, expense and legal payments will be made by the claims administrator on checks drawn on an account set up by the claims administrator and funded monthly by the District. It is understood that all funds in this account are District funds and are to be returned to the District upon request or at termination of this contract.
- D. The claims administrator is responsible for the monthly reconciliation of this account and will provide bank statements to the District monthly, along with a request for a deposit from the District to maintain the monthly balance in the loss fund, as determined by the District.
- E. The monthly reconciliation statement submitted by the claims administrator to the District will include the following:
 - balance at inception of statement period
 - total disbursements which cleared, by date and claimant/payee
 - balance at close of statement period
 - amount of deposit required
- F. A list of all checks is to be submitted monthly.

8.9 **COMPUTER LOSS INFORMATION:**

All charges related to these services are to be included in the annual claims administration fee. Any costs associated with programming changes that are necessary to create a report required by the District are the responsibility of the claims administrator. Advise what reports can be provided beyond those requested by the District and whether there is an additional charge for these optional reports. Indicate any fees to be charged for the creation of any special reports requested by the District, as necessary. All reports currently provided to the District are required from the successfully selected claims administrator.

All claims data is the property of the District and any data and media will be provided to the District upon request or upon termination of this agreement. All computer notes will be printed out and placed in the files prior to file transfer to a successive claims administrator.

The selected claims administrator, at their expense, will ensure all claim and payment data is included in their loss runs by December 1, 2001. Historical data from our current claims administrator's database cannot be purged. Claims data for all open and closed claims must be transferred.

Loss runs are to be provided on a monthly basis (two copies), sorted separately by line of coverage (AL, GL, WC), policy year, and department/location. Loss runs should list each claim separately. Specific summary reports also must be provided. The following reports are required:

- A. Claims list - lists all claims alphabetically
- B. Check register
- C. Cumulative report by line of coverage by year
- D. Annual summary reports
- E. Location report
- F. Large loss or severity report
- G. Safety report
- H. Excess insurance report
- I. Litigation report
- J. Legal payments report
- K. SAF 200 (OSHA log)

Workers' compensation claims involving no payment or no medical treatment are reported by the District for inclusion in the data base as reporting purpose only (RPO) or first aid or no pay cases and should be identified in the system that way.

The claims administrator must provide the District the ability to dial-in via modem or internet based to the system for file review, e-mail or other purposes at no additional cost to the District. An 800 or other toll-free number is necessary for on-line connections and faxes if the call is outside Palm Beach County. The claims administrator will also provide an 800 or toll-free telephone line for calls from within Palm Beach County.

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8.10 **CLAIMS HISTORY:**

The information provided as to current pending claims data is provided by our current claims administrator and is accurate to the best of the District's knowledge. The proposer has the right to contact the present claims administrator to review current files if desired and it is the responsibility of the proposer to confirm the pending claim counts in order to determine any takeover fees. The claims volume breakdown is as follows:

Pending Claims (as of February 28, 2001)

Workers' Compensation (total)		1,186
Lost time	561	
Medical only	614	
RPO	11	
General Liability		200
Auto Liability		<u>134</u>
Total Pending Claims		1,520

GENERAL LIABILITY

<u>Year</u>	<u># Claims</u>	<u>Paid</u>	<u>Reserves</u>	<u>Total Incurred</u>
7/1/1995-96	140	423,173	42,019	465,192
7/1/1996-97	248	794,291	282,754	1,077,045
7/1/1997-98	266	705,623	573,644	1,279,267
7/1/1998-99	292	510,769	467,282	978,051
7/1/1999-00	238	395,004	388,666	783,670
7/1/2000-01*	132	40,335	31,290	71,626

AUTOMOBILE LIABILITY

<u>Year</u>	<u># Claims</u>	<u>Paid</u>	<u>Reserves</u>	<u>Total Incurred</u>
7/1/1995-96	189	675,239	49,086	724,325
7/1/1996-97	200	344,761	58,650	403,411
7/1/1997-98	204	691,839	197,272	889,111
7/1/1998-99	214	619,159	1,063,919	1,683,078
7/1/1999-00	143	157,415	119,217	276,632
7/1/2000-01*	79	10,512	370,953	381,465

WORKERS' COMPENSATION

<u>Year</u>	<u># Claims</u>	<u>Paid</u>	<u>Reserves</u>	<u>Total Incurred</u>
7/1/1995-96	1,530	6,702,166	3,525,452	10,227,619
7/1/1996-97	2,879	3,451,462	1,555,623	5,007,085
7/1/1997-98	2,868	3,726,751	3,587,067	7,313,817
7/1/1998-99	3,064	4,240,927	2,187,149	6,428,076
7/1/1999-00	3,036	3,157,841	2,744,407	5,902,248
7/1/2000-01*	2,005	1,031,625	994,798	2,026,422

* - Current policy year, 8 months of data.

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9.0 **EVALUATION COMMITTEE MEETINGS:**

9.1 As stated in Section 3.1 and Section 11.2 a committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per F.S. 119, this is an open public meeting. Notification will also be posted for review by interested parties at the School District Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406.

9.2 Oral Presentation: Firms who submit proposals in response to this RFP and are selected by the review panel will be required to give an oral presentation of their proposal to the Evaluation Committee on July 10, 2001. This will provide an opportunity for firms to highlight their proposals. This only a fact-finding and explanation session to assist staff in recommending the successful firm and does not include contract award or negotiations. The presentation is to be based upon the written proposals received. The selected proposers will be notified of the time and location of these presentations.

10.0 **PREPARATION AND SUBMISSION:** In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. **It is required that eight copies of the proposal be submitted with the original proposal.**

10.1 **Title Page:** Show the RFP number, subject, the name of the proposer, address, telephone number and the date.

10.2 **Table of Contents:** Include a clear identification of the material by section and by page number.

10.3 **Letter of Transmittal:** Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

10.4 **Request for Proposal** Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.

10.5 **Experience and Qualifications of the Firm:** State the experience your firm has had in the last three years with Claims Administration Services.

10.6 **Qualifications of Staff** Give the names of individuals who will be assigned to this contract, including their resumes and expand on their experience in the area they will be serving.

10.7 **Approach / Methodology:** At a minimum, describe your firm's ability to provide quality services as required in this RFP. Include any and all School District experience in the area they will be serving.

10.8 **Cost of Services:** Proposed rates are to be guaranteed annual fees for the first three years (as opposed to per claim time and expense or any other fee proposal). Proposals not containing an all inclusive guaranteed annual fee for three years for all specified services (except managed care), will not be considered. Clearly indicate any charge not included in the proposed annual fee.

10.9 **Supplemental Questions:**

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Specific requirements regarding services have been outlined in prior sections of this RFP. In addition to information that may be provided in your proposal and required elsewhere in this RFP, please answer the following (restate question in each answer):

- A. Where is your office located?
- B. Number of professional claim staff at that location.
- C. Number of clerical and/or support staff at location.
- D. Name, experience, resume and professional designations of claims manager.
- E. Name, experience, license type, resume and professional designations of any supervisory level employees that will have responsibility for this account.
- F. Name, experience, license type, resume and professional designations of the designated adjusters that will have responsibility for this account.
- G. Advise the current pending case load for each designated adjuster.
- H. What is the current number of monthly new assignments to each adjuster?
- I. Will the award of this contract necessitate an increase in your staff size to meet the District's staffing and caseload requirements and will that be in place by August 30, 2001.
- J. Name the four law firms (two workers' compensation, two liability) that you currently handle the most cases with. Provide a contact person and phone number.
- K. Estimate the percentage of time your adjusters are out of the office doing field work. If all are telephone adjusters, please indicate.
- L. Do you utilize independent contracted adjusters and under what circumstances?
- M. Name, address, phone and contact person for independents you utilize.
- N. Can you provide all the required services with your own personnel?
- O. Do your adjusters receive any continuing education and training? Explain.
- P. Do you currently file state and excess insurance forms on behalf of your clients? Explain.
- Q. Do you have the capability to provide all the loss data reports required? Explain.
- R. Do you have the ability to transfer the District's prior claims data to your information system by December 1, 2001?
- S. Explain any fees proposed for managed care (medical case management, bill review, UR and rehabilitation services). These are not to be included in the annual fee proposed.
- T. Explain, in detail, any deviation from the services or fee structure type required, specifically

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indicating any services you cannot perform. Specifically indicate what you consider as allocated expenses and therefore not included in your annual fee proposed amount.

10.10 **Requirements for All Proposers:**

- A. Provide an all inclusive annual fee proposal for the initial three year contract period which is guaranteed for this period. Option year proposals are to be submitted when requested by the District.
- B. Provide answers and explanations to all requested questions. Explain proposal in detail. Explain all deviations from the District's requirements in detail.
- C. Clearly indicate any charge not included in the proposed annual fee.
- D. Provide all staff resumes as required.
- E. Provide a complete list of all present self-insured Florida clients. Include the name, address, phone number, type of entity, type of claims handled and contact person within that organization. Also, provide a list of any clients which have, for whatever reason, discontinued to use your services during the past three years.
- F. Provide samples of loss runs.

- 10.11 **Minority/Women Business Participation:** Proposers that are District or State certified minority, women, or disadvantaged business enterprises, at the time of submittal, will be awarded a maximum of ten points. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 27 and receive participation points.

Items to be considered for assigning points for minority/women participation shall include but not be limited to:

- A. Statement of minority involvement in the RFP proposal process.
- B. Firm meeting Palm Beach County School Board RFP qualifications and specifications.
- C. Signed agreement attached to RFP proposal for M/WBE firm.
- D. Details of levels of professional services/staffing of M/WBE firm involved throughout the engagement.
- E. Extent of primary firm's commitment to minority/women on a local level.

- 10.12 **Insurance:** Provide proof of your company's insurance as required in this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

11.0 **PROPOSAL EVALUATION PROCESS:**

- 11.1 RFPs are received and publicly opened. Only names of respondents are read at this time.
- 11.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 11.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 12.0.
- 11.4 The Evaluation Committee reserves the right to interview any or all proposers and to require a

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formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.

- 11.5 The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
- 11.6 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Palm Beach County, Florida.
- 11.7 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- 11.8 The School Board will award or reject any or all proposal(s).

12.0 **EVALUATION CRITERIA**

The Evaluation Committee shall rank all proposals received that meet the submittal requirements. The following factors will be considered in ranking the proposals received:

	<u>MAXIMUM POINTS</u>
A. <u>Experience and Qualifications of the Firm</u>	25
B. <u>Qualifications of Staff</u>	20
C. <u>Approach / Methodology</u>	25
D. <u>Cost of Services</u>	20
E. <u>Minority/Women Business Participation</u>	10
Total	<hr style="width: 100px; margin-left: auto; margin-right: 0;"/> 100

13.0 **CANCELLATION OF AWARD/TERMINATION:**

- 13.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.
- 13.2 The District, reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.
- 13.3 The awardee(s) will have the option to terminate the contract upon written notice to the Director of

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Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.

13.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

14.0 **DEFAULT:**

14.1 In the event that the awarded proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

15.0 **LEGAL REQUIREMENTS:**

15.1 It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations, and School Board Policies that in any manner affect the items covered herein which may apply. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes, offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

15.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

16.0 **FEDERAL AND STATE TAX:**

16.1 The District is exempt from Federal and State taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

17.0 **CONFLICT OF INTEREST:**

17.1 All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

18.0 **INSURANCE REQUIREMENTS:**

18.1 Proof of the following insurance will be furnished by the awarded proposers/bidders to the School District of Palm Beach County by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School District.

18.2 Original Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the Palm Beach County School District's Purchasing Department, ATTN: Sandra Brady, Senior Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

18.3 Thirty days written notice must be provided to the Palm Beach County School District via certified

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mail in the event of cancellation. The notice must be sent to the Purchasing Department.

18.4 The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

A. **WORKERS' COMPENSATION:** Proposer(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

B. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto " form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

D. **PROFESSIONAL LIABILITY:** The awarded proposer/bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$50,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the Palm Beach County School District and each officer, agent and employee of the Palm Beach County School District against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

This policy must be continued or tail coverage provided for two years after completion of the project.

19.0 **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:**

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- 19.1 Awarded proposers/bidders shall, in addition to any other obligation to indemnify the Palm Beach County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
 - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
 - C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.
- 19.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- 19.3 Any costs or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by the contractor.
- 19.4 Awardee(s) recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.
- 20.0 **PUBLIC RECORDS LAW:**
- 20.1 All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person and in accord with Chapter 119, Florida Statutes.
- 21.0 **PERMITS AND LICENSES:**
- 21.1 The proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

22.0 **INTELLECTUAL PROPERTY RIGHTS:**

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22.1 The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the School District.

23.0 **COST INCURRED IN RESPONDING:**

23.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

24.0 **SUB-CONTRACTS:**

24.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

24.2 The proposer(s) will be fully responsible to the District for the acts and omissions of the sub-proposer(s) and their employees.

24.3 After award of contract, any changes in subcontractors or subproposers requires prior School District written approval.

25.0 **INDULGENCE:**

25.1 Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

26.0 **JOINT PROPOSAL:**

26.1 In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

27.0 **SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION:**

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- 27.1 The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and sub-proposers in contracting opportunities.
- 27.2 In order to receive evaluation credit for M/WBE participants, the proposer or firm(s) to be utilized by the proposer must be certified by the District or the State of Florida at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable but will only be given evaluation credit if it augments the primary service of this RFP.
- 27.3 Inquiries regarding listings of District and State Certified Minority, Woman and Disadvantaged business enterprises can be made to the District's Department of Equity Assurance, 3322 Forest Hill Boulevard, Suite C-323, West Palm Beach, FL 33406, or phone (561) 434-8508. All companies using minority, woman, or disadvantaged sub-proposers will complete the M/WBE SUBCONTRACTING UTILIZATION REPORT (Form 1528) which can be obtained from the Department of Equity Assurance (address listed above). This form will be submitted with all requests for payment.
- 27.4 Minority Business Enterprise (MBE), indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.
- 27.5 The Palm Beach County School District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Minority Business Advocacy and Assistance Office or the Palm Beach County School District's Department of Equity Assurance. In the case of those firms or small business enterprises that are certified with the State of Florida Minority Business Advocacy and Assistance Office the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the Palm Beach County School District or the State of Florida Minority Business Advocacy and Assistance Office shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.
- 27.6 The Palm Beach County School District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Minority Business Advocacy and Assistance Office for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.

28.0 **PUBLIC ENTITY CRIMES:**

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- 28.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 28.2 The proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.
- 29.0 **USE OF OTHER CONTRACTS:**
- 29.1 The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.12(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. **The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.**
- 30.0 **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**
- 30.1 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.
- 30.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the School District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.
- 31.0 **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on School District property, nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 15.1.
- 31.1 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- 31.2 No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
- 31.3 If any employee of an independent contractor or sub-contractor is found to have brought a firearm

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on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

32.0 AGREEMENT:

32.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the RFP (proposal), all attachments, any addendum released, agreement (Attachment C), and the corresponding purchase order will constitute the complete agreement between proposer and the District. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the agreement (Attachment C), the terms of the agreement shall be final and binding and the RFP shall control where it conflicts with the proposal.

33.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS:

33.1 This RFP will be posted for review by interested parties, at 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL, on the date of RFP mailing and will remain posted for a period of 10 days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

34.0 POSTING OF RFP RECOMMENDATION / TABULATIONS:

34.1 RFP recommendations and tabulations will be posted in the Purchasing Department for review by interested parties, at 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL, on July 18, 2001 at 3:00 p.m., and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.

34.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

34.3 If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3): 7.3 of this RFP and School Board Policy 6.14.

34.4 Any person who files an action protesting a decision or intended decision pertaining to this bid

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pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

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Minority Certification applications are available through the Minority Business Enterprise located at:

Department of Equity Assurance
School District of Palm Beach County
3322 Forest Hill Boulevard, Suite C-323
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
<http://www.palmbeach.k12.fl.us/bids/mwbe>

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification _____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

<u>Vendor</u>	<u>Estimated Dollar Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

For information on other bids currently being solicited for the School District of Palm Beach County, please call the BID HOTLINE at (561) 434-8111.

Bids/RFPs are available to view and print at no charge on the Purchasing Department's Internet Hotline. Simply go to <http://www.palmbeach.k12.fl.us/bids> and click on those documents you are interested in. This will allow you to register, view and print the solicitation.

3 ATTACHMENTS

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement effects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached bid at time of bid opening to be considered.
PBSD 0580 New 3/91

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: Department of Purchasing, School District of Palm Beach County, 3326 Forest Hill Boulevard, West Palm Beach, FL 33406-5813. (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Palm Beach County.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your bid No. SB _____

for _____ because of the following reasons:
Service/Commodity

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to the invitation to bid.

_____ Remove our name from this bid list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet bond requirements.

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____

THIRD PARTY ADMINISTRATOR

CLAIMS ADJUSTING SERVICES CONTRACT

STATE OF FLORIDA
COUNTY OF PALM BEACH

This CONTRACT is made and entered into by and between the School Board of Palm Beach County, Fl. (hereinafter referred to as "PBCSB"), a Florida School District, having its place of business at 3370 Forest Hill Blvd., West Palm Beach, FL 33406 and _____ (hereinafter referred as "TPA"), acting by and through _____, having their corporate office at _____

1.0 **PURPOSE**

1.1 The purpose of this Contract is to state the terms and conditions under which TPA shall perform claims adjusting services and provide claim information to PBCSB on workers' compensation, general and automobile liability claims.

2.0 **DESCRIPTION OF SERVICES**

2.1 TPA's services hereunder shall include the following:

- A. TPA shall perform all the services as set forth in PBCSB's Request for Proposals attached hereto as Exhibit "A", and TPA's Proposal dated _____, attached hereto as Exhibit "B", both of which are made a part of this CONTRACT for the purposes provided; however, should there be any conflict between the terms of the Request for Proposal, TPA's Proposal, and terms of this CONTRACT, the terms of this CONTRACT shall be final and binding and the Request for Proposal shall control where it conflicts with the TPA's Proposal.
- B. TPA shall work closely with the Director of Risk Management or their designee and appropriate School District officials and perform any and all related tasks required by PBCSB in order to fulfill the purposes of this CONTRACT.
- C. TPA shall deliver all data, reports and documents which result from its services to PBCSB in such form as is satisfactory to PBCSB.
- D. TPA shall maintain a toll free telephone number to their Palm Beach County Office for calls placed from Palm Beach County.

3.0 **PERFORMANCE OF SERVICE**

3.1 TPA warrants and certifies that TPA and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said service.

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4.0 SUBCONTRACTING

- 4.1 Any other clause of this CONTRACT to the contrary notwithstanding, none of the work or services covered by this CONTRACT, shall be subcontracted without PBCSB prior written approval. Any work or services approved for subcontracting hereunder, however, shall be subcontracted only by written contract or agreement and, unless specific waiver is granted in writing by PBCSB, shall be subject by its terms to each and every provision of this CONTRACT. Compliance by subcontractors with this CONTRACT shall be TPA's responsibility.
- 4.2 Despite PBCSB approval of a subcontract, PBCSB shall in no event be obligated to any third party, including any subcontractor of TPA, for performance of work or services. Nor shall PBCSB funds ever be used for payment of work or services performed prior to the date of CONTRACT execution or extending beyond the expiration date of this CONTRACT.
- 4.3 Allocated loss expenses as defined in Section 15.1 of this contract are not considered subcontracted work or services under this CONTRACT.

5.0 TERM

- 5.1 The term of this CONTRACT shall be for a term of three years beginning September 1, 2001 and ending on August 31, 2004. At the PBCSB option, this CONTRACT can be renewed for two additional 2-year periods by PBCSB subject to and contingent on School Board funding and approval.

6.0 PAYMENT FOR SERVICES

- 6.1 Fees will be paid in 12 equal monthly payments upon invoicing by the TPA.

Compensation for services under this contract shall be guaranteed annual fees as follows:

9/01/01 – 8/31/02 \$ _____

9/01/02 – 8/31/03 \$ _____

9/01/03 – 8/31/04 \$ _____

- 6.2 Payments to TPA shall be in the amount shown by the billings and other documentation submitted and shall be subject to PBCSB approval. All services shall be performed to PBCSB satisfaction, and PBCSB shall not be liable for any payment under this CONTRACT for services which are unsatisfactory and which have not been approved by PBCSB. The final payment due hereunder will not be paid until the reports, data, and documents have been received and approved by PBCSB.
- 6.3 PBCSB shall not be obligated or liable under this CONTRACT to any party, other than TPA for payment of any monies or provision of any goods or services.

7.0 CHANGE IN SERVICES OR FEES

- 7.1 PBCSB may request, from time to time, changes in the scope or focus of the activities, investigations and materials conducted or to be conducted by TPA pursuant to this Contract. Any such change which varies significantly from the scope of services set out in Section 2 and which would entail a significant increase in cost or expense to TPA shall be mutually agreed in writing by TPA and PBCSB. Changes in the scope, which in the opinion of TPA and PBCSB would require additional funding by PBCSB, must first be authorized in advance by the PBCSB.
- 7.2 Except when the terms of this CONTRACT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both PBCSB and TPA.
- 7.3 It is understood and agreed by the parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.
- 7.4 Option year fee proposals will be submitted in writing no less than 180 days prior to each renewal period.

8.0 CONFIDENTIAL WORK

- 8.1 No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by, or assembled by TPA under this CONTRACT shall be disclosed or made available to any individual or organization by TPA without the express prior written approval of PBCSB.
- 8.2 TPA shall establish a method to secure the confidentiality of records and information that TPA may have access to in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting PBCSB's right of access to records or other information under this CONTRACT.

9.0 OWNERSHIP OF DOCUMENTS

- 9.1 All reports, information and other data given to, prepared or assembled by TPA under this CONTRACT, and any other related documents or items shall become the sole property of PBCSB and shall be delivered to PBCSB without restriction on future use. TPA may make copies of any and all documents for its files.

10.0 TPA'S LIABILITY

- 10.1 Approval of PBCSB shall not constitute nor be deemed a release of the responsibility and liability of TPA, its employees, agents or associates for the accuracy and competency of their designs, reports, information, and other documents or services, nor shall approval be deemed to be the assumption of such responsibility by PBCSB for any defect, error or omission in the documents or work performed or prepared by TPA, its employees, agents or associates.

11.0 INSURANCE REQUIREMENTS

- 11.1 Prior to approval of a CONTRACT by the PBCSB, TPA shall furnish a completed original Certificate of Insurance to the Risk Management Department, which shall be completed by an agent authorized to bind the underwriter(s) and their company to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. PBCSB shall have no duty to pay or perform under that CONTRACT until such certificate shall have been delivered to the Risk Management Department, and no office or employee shall have authority to waive this requirement.
- 11.2 PBCSB reserves the right to review the insurance requirements of this section during the effective period of the CONTRACT and to amend insurance coverages and their limits when deemed necessary and prudent by the Risk Management Department based upon changes in statutory law, court decisions, or the claims history of the industry, as well as the TPA.
- 11.3 A TPA's financial responsibility is of interest to PBCSB, therefore, subject to TPA's right to maintain reasonable deductibles in such amounts as are approved by PBCSB, TPA shall procure, pay for, and maintain in full force and effect for the duration of the CONTRACT, and any extension hereof, at TPA's sole expense, insurance coverage written by companies authorized or approved to do business in the State of Florida and rated A or better by A.M. Best Company and/or otherwise acceptable to PBCSB, in the following types and amounts:

	<u>TYPE</u>	<u>AMOUNT</u>
1.	Workers Compensation Employers Liability	Statutory \$1,000,000
2.	Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal injury e. Contractual liability	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence or its equivalent
3.	Business Automobile Liability a. owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence or its equivalent
4.	Insurance Agents and Brokers Errors and Omissions Insurance	\$1,000,000 per occurrence
5.	Employee Fidelity Bond	\$1 million per occurrence with PBCSD included as Joint Loss Payee for any potential claims arising out of the performance of this CONTRACT.

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- 11.4 PBCSB shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by PBCSB, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by PBCSB, the TPA shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.
- 11.5 TPA agrees that with respect to the above required insurance, all insurance contracts and Certificates) of Insurance will contain the following required provisions.
- Name PBCSB and its officers, employees, and elected representatives as additional insured (as the interests of each insured may appear), as to all applicable coverage;
 - Provide for 30 days notice to PBCSB for cancellation, non-renewal, or material change;
 - Provide for notice to PBCSB at the address shown below by Certified Mail, Return Receipt Requested;
 - TPA agrees to waive subrogation against PBCSB, its officers and employees, for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
 - Provide that all provisions of this CONTACT concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- 11.6 TPA shall notify PBCSB in the event of any change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the PBCSB at the following address:

Palm Beach County School District
Attention: Dianne Howard, Director of Risk Management
3370 Forest Hill Boulevard, Suite A-103
West Palm Beach, FL 33406
FAX: (561) 434-8103

12.0 **INDEMNITY**

- 12.1 TPA covenants and agrees to fully indemnify, defend and hold harmless PBCSB and the members, agents, employees, officers, directors and representatives of PBCSB, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon PBCSB directly arising out of and resulting from any negligent acts or omissions of TPA, or any of its agents, officers, directors, representatives, and employees while in the exercise of performance of the rights and duties under this CONTRACT. TPA shall promptly advise PBCSB in writing of any claim or demand against PBCSB or TPA known to TPA and related to or arising out of TPA's activities under this CONTRACT. Where there are negligent acts or omissions committed or alleged to be committed by the TPA, the TPA shall see to the investigation of a defense of such claim or demand at TPA's cost. PBCSB shall have the right, at its option and at its own expense, to participate in such defense without relieving TPA of any of its obligations under this paragraph,

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12.2 PBCSB recognized its liability for certain tortious acts of its agents, officers, and employees to the extent and limit provided in 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the Board may possess and reserves all such rights as against any and all claims that may be brought as a result of this contract. PBCSB, to the limits specified in 768.28, Florida Statutes, covenants to be responsible for and with respect to TPA, its agents employees, officers, directors and representatives of TPA, individually or collectively, from and against claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon TPA directly arising out of and resulting from any activities under this CONTRACT and where there are no negligent acts or omissions of TPA, or any of its agents, officers, directors, representatives, and employees while in the exercise of performance of the rights and duties under this CONTRACT. PBCSB shall promptly advise TPA in writing of any claim or demand against TPA or PBCSB known to PBCSB and related to or arising out of activities under this CONTRACT. Where there are no negligent acts or omissions committed by the TPA, the PBCSB shall see to the investigation of and defense of such claim or demand at PBCSB's cost. TPA shall have the right, at its option and at its own expense, to participate in such defense without relieving PBCSB of any of its obligations under this paragraph. The above indemnity is subject to Florida Statute 768.28.

12.3 It is expressly understood and agreed that TPA is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that PBCSB shall in no way be responsible therefore. Neither party hereto has authority to bind the other or to hold out to third parties and that it has the authority to bind the other.

13.0 **RIGHT OF REVIEW AND AUDIT**

13.1 TPA and its subcontractors, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this CONTRACT and shall make such materials available at their respective offices at all reasonable times and as often as PBCSB may deem necessary, during the contract period for the purpose of accounting and audit inspections by PBCSB and any of its authorized representatives to audit, examine and make excerpts and/or copies of same.

13.2 An SAS 70 report will be provided to the District by September 15 of each year this contract is in force.

14.0 **TERMINATION**

14.1 The CONTRACT may be canceled by either party upon written notice, provided such notice specifies an effective date for cancellation of not less than 90 calendar days from the date such notice is received. All open and closed claims files are the property of the PBCSB and at the PBCSB's request will be delivered at no cost to the PBCSB or its designated recipient at the effective date of cancellation. During the 90 day notice of cancellation period, all files shall remain intact and all open files will remain open unless the PBCSB directs that other action should be taken. Any PBCSB funds held in any escrow account(s) shall be returned to the PBCSB within 30 calendar days after the effective cancellation date.

14.2 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.

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- 14.3 PBCSB may terminate this CONTRACT in accordance with this clause in whole or in part, whenever such termination is in the best interest of PBCSB.
- 14.4 In addition to any other provision of this CONTRACT, PBCSB may terminate this CONTRACT for any of the following:
- A. Neglect or failure by TPA to perform or observe any of the terms, conditions, covenants or guarantees of this CONTRACT or of any amendment between PBCSB and TPA; or
 - B. Violation by TPA of any School Board Policy, rule, regulation, or law to which TPA is bound or shall be bound under the terms of this CONTRACT.
- 14.5 Upon a decision to terminate by PBCSB, however, written notice of such shall be immediately provided to TPA specifying the effective date of termination and the extent to which performance of work under this CONTRACT will be terminated.
- 14.6 Upon request of notice to terminate, all files, finished or unfinished documents, data, studies, surveys, charts, drawings, maps, models, designs, plans, schedules, or other appended documentation to any proposal or contract, prepared by or on behalf of TPA under this CONTRACT shall, at the option of PBCSB, and in accordance hereof, become the property of PBCSB and shall, if requested or agreed to by PBCSB, be delivered by TPA to PBCSB in a timely and expeditious manner.
- 14.7 Within 30 days of the effective date of termination (unless an extension is authorized in writing by PBCSB, TPA shall submit to PBCSB its claim(s), in detail, for the monies owed by PBCSB for services performed under this CONTRACT through the effective date of termination, provided however, that such payment does not exceed the maximum amount set out in Section 6 hereof.
- 14.8 This CONTRACT is for the period provided for in Section 5. Upon termination of this CONTRACT, in whole or in part, in accordance with Section 5, and/or non-renewal, in entirety or of any major operating subsidiary, entity or portion thereof, PBCSB shall have the option to:
- A. Assume all open claims pending for the terminated and non-renewed portion of the program, as of the effective date of termination or non-renewal, provided, however, that TPA shall be entitled to receive its pro-rated fee for services performed prior to the effective date of termination of non-renewal; or
 - B. Upon agreement, by both parties, of a rate of compensation, require TPA to continue administration, to conclusion, all open claims associated with that portion of the program terminated or non-renewed. Such rate of compensation shall thereafter be reviewed by the parties on an annual basis and shall be subject of mutual written agreement between the parties, subject to funding and approval by the School Board. Adequate funds shall continue to be made available by PBCSB for the payment of claims and allocated loss expense until all claims are liquidated.
 - C. In the event PBCSB requests TPA to provide post termination of non-renewal claims administration, upon agreement by both parties, or a rate of compensation, PBCSB may continue to purchase on-line data services. Such rate of compensation shall thereafter be reviewed by the parties on an annual basis and continued on-line service shall be the subject of mutual written agreement between the parties, subject to funding and approval by the School Board.

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15.0 **OTHER PAYMENTS**

15.1 PBCSB agrees:

- A. To pay all allocated loss expense, as hereinafter defined, in addition to the fees to be paid to TPA. Allocated loss expense is defined as all attorney's fees, court and/or hearing costs, costs of depositions, documents and exhibits, witness and expert fees, medical and engineering appraisal, surveillance, independent adjusting, medical cost containment services such as automated bill review, PPO charges, medical case management and vocational rehabilitation and other incidental and special costs incurred to evaluate liability or compensability of claims. This includes fees necessary to comply with the Managed Care Arrangement requirement of Florida Statute Ch. 440. It is further agreed that attendance at Workers' Compensation depositions, mediations and hearings will not be considered as allocated loss expenses.
- B. To be solely responsible to provide all funds for the payment of claims and allocated loss expense.

16.0 **EXCESS INSURANCE REPORTING**

16.1 PBCSB agrees to advise TPA, on a timely basis, of all pertinent excess insurance reporting requirements and/or reporting modifications for all annual periods for which claims administration services are provided.

The TPA agrees to timely report to PBCSB and the insurance carrier, all excess claims as required by policy conditions. It also agrees to request and obtain reimbursements from those carriers for all payments above the Self-Insured Retention.

17.0 **NOTICE**

17.1 Any notice required or permitted to be given under this CONTRACT shall be sufficient if given in writing and by Registered or Certified Mail and PBCSB or to TPA at the addresses first set forth above or to any other address of which written notice of change is given.

Director of Risk Management
Palm Beach County School District
3370 Forest Hill Boulevard, A-103
West Palm Beach, FL 33406

18.0 **CAPTIONS**

18.1 The captions to the various clauses of this CONTRACT are for information purposes only and shall not alter the substance of the terms and conditions of this CONTRACT.

19.0 **SUCCESSORS AND ASSIGNS**

19.1 This CONTRACT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, TPA may not assign this CONTRACT without PBCSB's prior written consent.

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20.0 VENUE AND GOVERNING LAW

20.1 Venue of any court action brought directly or indirectly by reason of this CONTRACT shall be in Palm Beach County, Florida. This CONTRACT is made and is to be performed in Palm Beach County, Florida, and is governed by the laws of the State of Florida.

21.0 ENTIRE AGREEMENT

21.1 This CONTRACT embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this CONTRACT, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this CONTRACT.

22.0 MISCELLANEOUS PROVISION

22.1 This contract is subject to fiscal funding out by the School District in accordance with the laws of the State of Florida. Further all reimbursable expenses under this CONTRACT are subject to Florida law.

22.2 This agreement shall not be construed against the party who drafted the same.

EXECUTED this the _____ day of _____, 2001, by PBCSB, signing by and through its Board Chairman, duly authorized to execute same by the School Board, and by TPA, acting through its duly authorized officials.

PALM BEACH COUNTY SCHOOL DISTRICT

THIRD PARTY ADMINISTRATOR

By: _____
Board Chairman

By: _____
Authorized Officer

Type Name/Title

ATTEST:

ATTEST:

REVIEWED AND APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

By: _____
ATTORNEY