

**SPECIAL ADMINISTRATIVE BOARD OF THE TRANSITIONAL SCHOOL
DISTRICT OF THE CITY OF ST. LOUIS**

RFP TITLE: Workers' Compensation Claims Administration Services

RFP #: 022-1617

DATE OF ISSUANCE: December 6, 2016

QUESTIONS DUE: December 16, 2016

FINAL QUESTIONS DUE: December 21, 2016

BID DUE DATE: January 12, 2017 at 10:00 A.M.

SUBMIT TO: Purchasing Office of the St. Louis Public Schools
Second Floor – Cashier's Window
801 North 11th Street
St. Louis, Missouri 63101

Number of copies required: (1) marked "**Original**", (3) marked "**Copies**", and (1) copy on **electronic CD or flash drive**. It is recommended that each original and copy have tabs corresponding to the required sections listed in this RFP, as appropriate. Original and copies are to be submitted in 3-ring binders or binding of some fashion.

TABLE OF CONTENTS

RFP TITLE: Workers' Compensation Claims Administration Services

RFP #: 022-1617

	<u>Page Nos.</u>
Section 1.INTRODUCTION AND ANNOUNCEMENT FOR SEALED PROPOSALS	2
Section 2.TENTATIVE RFP TIMELINE	2
Section 3.INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION	3
Section 4. BIDDER'S CONFERENCE	6
Section 5.THE PROPOSAL	6
Section 6.EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD	7
Section 7.MINORITY PARTICIPATION	8
Section 8.RESERVATIONS / STIPULATIONS	10
Section 9.FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY").....	13
ATTACHMENT A SCOPE OF SERVICES	14
ATTACHMENT B COST / PRICING PROPOSAL.....	19
ATTACHMENT C E-VERIFY AGREEMENT AND AFFIDAVIT	20
ATTACHMENT D BIDDER AFFIRMATION FORM.....	22
ATTACHMENT E BIDDER CHECKLIST	23
ATTACHMENT F NON-SUBMITTAL RESPONSE FORM.....	24

Section 1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED PROPOSALS

INTRODUCTION:

The Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public School System) (the “District”) wishes to contract with a firm to provide claims management services for its workers’ compensation program. The term of the contract will be for FY 2016/2017, with options to renew the contract annually for four (4) additional one year periods.

NOTICE TO BIDDERS:

Copies of this RFP#:**022-1617 for Workers’ Compensation Claims Administration Services** (this “RFP”) may be obtained from the District’s website at www.slps.org under “Site Shortcuts”, “Purchasing / RFPs”, or from the Purchasing Department, St. Louis Public Schools, 801 North 11th Street, St. Louis, MO 63101.

The District reserves the right to accept or reject any or all Proposals (as hereinafter defined) and to waive any irregularities. The District also reserves the right to negotiate with selected firms regarding pricing and fee structures and all other aspects of the Proposals. All information included in a Proposal may be incorporated, at the District’s sole option, into the contract for the **Workers’ Compensation Claims Administration Services** to be entered into between the District and the successful Bidder (as hereinafter defined). Any contract awarded as a result of this RFP will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation or national origin.

Section 2. TENTATIVE RFP TIMELINE

Date of Issuance:	December 6, 2016
Questions Due:	December 16, 2016
Final Questions Due:	December 21, 2016
Proposals Due:	January 12, 2017 at or before 10:00 A.M.

The District reserves the right to modify the above RFP Timeline as needed by posting the change as an addendum to this RFP on the District website.

Section 3. INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION

- 3.1 Form of Submissions.** Each person or entity submitting a response to this RFP (each “Bidder”) should prepare and submit their proposal in response to this RFP (“Proposal”) in a sealed envelope or box. **The Proposal shall include (1) original, (3) copies and (1) electronic Proposal on CD or flash drive.** The upper left hand corner of the package (envelope or box) shall be plainly marked as **RFP#: 022-1617 Workers’ Compensation Claims Administration Services**, along with the firm name and the package shall be addressed to:

**Purchasing Office of the St. Louis Public Schools
Second Floor – Cashier’s Window
801 North 11th Street
St. Louis, MO 63101**

- 3.2 Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before at January 12, 2017 at 10:00 A.M. Each Proposal will be date and time stamped upon receipt at the Cashier’s Window. Proposals received after that date and time will not be considered and will remain unopened. Proposals must be filled out as requested including all required signatures and pertinent information. Failure to do so is reason for rejection of the Proposal. If Bidder is a corporate entity, the entity’s name must be correctly stated, and the Proposal must include the state of incorporation of such entity, and, if a foreign entity, proof of registration to transact business in the state of Missouri. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign his or her name on the Proposal.
- 3.3 Format of Proposal** - Each Proposal must include the information required in Section 5. Each required response listed in Section 5 shall be included as a required document with Attachment B.

Questions About this RFP - All questions regarding this RFP shall be made electronically via e-mail in writing and directed to Terrance Bullock at terrance.bullock@slps.org. The subject of the e-mail shall be “**QUESTION - RFP #: 022-1617 Workers’ Compensation Claims Administration Services**”. Failure to provide the correct RFP#: 022-1617 number in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed in Section 2 above shall not be considered or answered. Questions properly submitted **in writing** prior to the due date will be addressed (as hereinafter defined) at the date and time set forth in Section 2 and will be handled pursuant to Section 4. Answers to all properly submitted **written** questions will be posted on the District’s website at www.SLPS.org as addenda no later than seven (7) business days prior to the Proposal Due Date.

- 3.4 Addenda** - The District may revise this RFP by issuing written addenda. Addenda will be posted to the District's website at www.SLPS.org under "Site Shortcuts", "Purchasing / RFPs". Interested persons or entities are encouraged to check the District's website frequently for addenda to this RFP. Bidders are responsible for viewing and understanding information in addenda to the same extent as the RFP. The District has no obligation or duty to communicate addenda to Bidders beyond the posting of addenda on its website.
- 3.5 Awards** – All Proposal selections must be approved by the Special Administrative Board prior to an award being final. Awards will be made to the lowest responsible bidder complying with the terms of these specifications, except that the right is reserved by the District to make such selection, as in its judgment, is best suited for the purpose intended. Notwithstanding anything contained herein to the contrary, a contract shall not exist between the District and the selected Bidder until: A) such agreement has been duly authorized and approved by the Special Administrative Board; and B) the agreement has been documented in accordance with Missouri Revised Statutes Section 432.070. After approval by the Special Administrative Board, all awards will be posted on the District website. A contract awarded pursuant to this RFP may not be assigned to any other entity without the express written authorization of an authorized agent of the District.
- 3.6 Rejection of Proposals** – The District reserves the right to accept or reject any Proposal or any part of any Proposal.
- 3.7 Submitted Proposals Considered Final** – All Proposals shall be deemed final, conclusive and irrevocable, and no Proposal shall be subject to correction or amendment for any error or miscalculation.
- 3.8 Form of Contract** – Each successful Bidder shall be required to enter a contract in the form prescribed by the District. Templates of certain form contracts may be examined at the Department of Purchasing, 801 North 11th Street, St. Louis, MO 63101 or may be found on the District's website at www.SLPS.org under "Site Shortcuts", "Purchasing / RFPs", "Contract Templates". The District reserves the right to revise such templates or present a contract not contained within the template forms on the District's website, in its sole and absolute discretion, to fit the unique situation presented by this RFP.
- 3.9 Preference for Missouri Products** – The District prefers to purchase those materials, products and supplies, which are produced, manufactured, compounded, made or grown, within the State of Missouri. When they are found in marketable quantities in the State of Missouri, and are of a quality suited to the purpose intended, and can be secured without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts.
- 3.10 Bond (Not Applicable)** – A Bid Bond or Certified Check made payable to the school district, in the amount of 5% of the Base Bid shall accompany the following Bid Packages as a guarantee that the bidder, if awarded the Contract, will furnish a 100% Performance and Payment Bond; execute the Contract; and proceed with the work.

Upon failure to do so, he shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the deposit or Bid Bond. The bonds must be written by a Corporate Surety Company that is acceptable to the District and that meets the following minimum standards:

- a. Licensed pursuant to the Missouri Insurance Code
- b. Listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$5,000,000.
- c. The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.
- d. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact.
- e. All bonds must be written by an insurance company that is rated in the A.M. Best key Rating Guide – Property & Casualty with a policy holder's rating of "A-" or better and a Financial size category of Class VII or larger.

- 3.11 Prevailing Wage (if applicable)** - Bidder and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, compliance to the Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment
- 3.12 Taxes** – Bidders shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, and/or STATE RETAIL TAX in the Proposal, as these taxes do not apply to the District.
- 3.13 War Clause** – In the event that during the existence of a state of war, the United States Government takes over the plant of any manufacturer with whom the contractor has thereto fore contracted to furnish the articles required under his contract with the District, or any essential element thereof, and because of such action of the government, the contractor may furnish and deliver the articles required under the contract.
- 3.14 Purchasing Card (Not Applicable)** – The St. Louis Public School District is now processing vendor payments through a Purchasing Card ("P Card") Program with MasterCard. The "P Card" Program is a more simplified, efficient and cost effective method of remitting payments for approved expenditures. This payment program provides a faster payment to the vendor without the cost of check processing. For purchases of goods and materials, the "P Card" is the SLPS preferred method of payment and the District reserves the right to make usage of the "P Card" a requirement. Acceptance of the "P Card" is one of the evaluation criteria that may be used in the review of vendor responses to this RFP (See Section 6.2).
- 3.15 Compensation** – Bidders are cautioned that items and/or services must be furnished at the price submitted. No increase in price will be permitted during the term of the contract.
- 3.16 Grievances** - Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to Purchasing Office of the St. Louis Public Schools, 801 North 11th Street, St. Louis, MO, 63101, with a copy to Office of the General Counsel, c/o the Superintendent of Schools, 801 North 11th Street, St. Louis, MO 63101.

Section 4. BIDDER’S CONFERENCE (NOT APPLICABLE)

- 4.1** No communication shall be made with any District employee, other than Terrance Bullock, regarding this RFP at terrance.bullock@slps.org. Violation of this provision may result in the rejection of Proposal.

Section 5. THE PROPOSAL

- 5.1** The Scope of Services for this RFP is set forth in Attachment A.

5.2 Part I – Qualifications/Certifications/Resume and Operations Plan

The following information must be provided in Part I of the Proposal. The documents should be clearly marked: “Part I – Qualifications”

- 5.2.1** Bidders should provide detailed information addressing each of the following areas:

5.2.1.1 Licensing and certification in the field of the requested services;

5.2.1.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 12 months;

5.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 12 months.

5.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a vendor. This section shall not be interpreted to require the disclosure of information shielded from disclosure by State or Federal Statutes and/or court order.

- 5.2.2** Please respond briefly, but completely, to the following:

5.2.2.1 Person/Entity Name

5.2.2.2 Address

5.2.2.3 Name and Title of Authorized Representative

5.2.2.4 Telephone Number

5.2.2.5 Fax Number

5.2.2.6 Email Address

5.2.2.7 Include the above information for each person/entity that is part of the project team for this Proposal

- 5.2.3** Bid Response Elements

- 5.2.3.1 Entity Qualifications
- 5.2.3.2 References (other school districts where possible)
- 5.2.3.3 Brief description of entity's experience with providing the requested services
- 5.2.3.4 Copies of Licenses and Certifications (including, but not limited to, license to conduct business in the City of St. Louis, Missouri)
- 5.2.3.5 Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each member of the project team for this Proposal.

5.3 Part II – Cost/Pricing Proposal

The following information must be provided in Part II of the Proposal. The Proposal should be clearly marked: "Part II – Cost/Pricing Proposal"

- 5.3.1 Attachment B – Cost/Pricing Proposal must be used as the first page for this Part II.
- 5.3.2 Outline specifically the cost/pricing proposal for the fees and reimbursable expenses proposed. This proposal should include the method of pricing as well as the proposed fees/costs.
- 5.3.3 The Cost/Pricing proposal should be specific, and the detail of the cost/pricing should give the District a clear picture of overall costs as well as pricing criteria.

5.4 Part III –Required Documents

The following information must be provided in Part III of the Proposal. The Proposal should be clearly marked: "Part III – Required Documents"

- 5.4.1 Attachment C - Federal Work Authorization Program Addendum and Affidavit
- 5.4.2 Attachment D - Bidder Affirmation Form
- 5.4.3 Attachment E - Bidder Checklist

Section 6. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

- 6.1 Evaluation Criteria** - The following criteria will be used with the weighted values below to evaluate each Proposal received. The District reserves the right to request clarification to the Proposal in order to evaluate all proposals.

Cost Effectiveness of Proposal	40
Vendor's Experience	25
Prior Working Relationship with the District	10
Meets Overall Proposal Requirements	15
M/WBE Participation	10
Total Points Possible	100

6.2 Bid Opening – All Proposals received on or before the Proposal Due Date and Time shall be assembled and opened publicly promptly at that time in the District Offices located at 801 North 11th Street, St. Louis, MO 63101 in a conference room to be designated. All interested parties are welcome to attend.

6.3 Evaluation – The District will assemble a review committee to assist in evaluating all Proposals (the “Evaluation Team”). From this evaluation, the District may select a Bidder solely on the basis of submittals, or may additionally identify a short list of Bidders for possible interviews. The District may contact any or all respondents to clarify submitted information.

The Evaluation Team will consist of the following individuals:

Title
Fiscal Control Director
Sr. Risk Manager
Director of Compliance
Workers’ Compensation Coordinator

6.4 Contracting – Upon selection of a Bidder, the District will negotiate a scope of services and other terms and conditions of an agreement with the selected Bidder. If such negotiations are not successful, the District reserves the right to begin negotiations with other respondents.

Section 7. MINORITY PARTICIPATION

7.1 It is the policy of the District to pursue the goal of at least 25% Minority Business Enterprise (MBE) and 5% Women’s Business Enterprise (WBE) utilization in the provision of goods and services to the District while at the same time maintaining the quality of goods and services provided to the District through the competitive bidding process. It is the purpose of this policy to allow minority and women’s business enterprises to expand their opportunities and capacities by participating in all District operated programs. The District has developed a plan for participation in projects by minority business. This plan includes the following elements:

7.1.1 Outreach – A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures, and availability of plans.

- 7.1.2 **Good Faith Effort** – A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply.
- 7.1.3 **Identification and Recruitment** – A commitment to coordinate efforts with the City of St. Louis, Contract Office, in the development of potential minority contractor interest.
- 7.1.4 **Monitoring and Reporting** – A commitment to measure and report anticipated and actual MBE/WBE participation.

7.2 Discrimination In Employment By the Special Administrative Board

- 7.2.1 During the performance of the contract, the SELECTED BIDDER agrees as follows:
 - 7.2.1.1 The SELECTED BIDDER will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The SELECTED BIDDER will take affirmative action to ensure that all qualified applicants will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.
 - 7.2.1.2 The SELECTED BIDDER will, in all solicitations or advertisements for employees placed by or on behalf of the SELECTED BIDDER; state that all qualified applications will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.
 - 7.2.1.3 The SELECTED BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising that labor unions or workers representative of the Bidder's commitment under contracts with the District.
 - 7.2.1.4 The SELECTED BIDDER will maintain and, upon request make available to the District all records and data necessary or useful to the review and monitoring of compliance with the non-discrimination clauses of this contract. In the event the SELECTED BIDDER fails or refuses to make such records available, this contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.
 - 7.2.1.5 The SELECTED BIDDER's non-compliance with the non-discrimination clauses of this contract, the contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

7.3 Minority and Women Owned Business Enterprise Policies

- 7.3.1 It is the policy of the District that minority and women-owned businesses shall have the maximum opportunity to participate in the performance of contracts utilizing District funds. MBE/WBE firms included in the respondent's submittal, either as prime consultants or subcontractors, must be certified by one or more of the following agencies on or before the date of the submission of qualifications:

Missouri Division of Purchasing and Material Management

Online: For MBE's: <http://www.oa.mo.gov/>

For WBE's: <http://www.oa.mo.gov/>

Phone: (573) 715-8130

City of St. Louis: Disadvantaged Business Enterprise Program

Online: <http://www.mwdbe.org/>

Phone: (314) 551-5000

St. Louis Minority Business Council

Online: <http://www.slmhc.org/>

Phone: (314) 241-1143

Section 8. RESERVATIONS / STIPULATIONS

- 8.1** The District reserves the right, at its sole discretion, to A) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; B) waive minor informalities of a submittal; C) cancel, revise, or extend this solicitation; D) request additional information deemed necessary; and E) extract, combine, and delete elements of individual proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.
- 8.2** This RFP does not obligate the District to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFP prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether related or not to the Bidder.
- 8.3** The District will give preference to firms based in the bi-state St. Louis metropolitan area when other considerations are equal.

8.4 Careful consideration should be given before confidential information is submitted to the District as part of this RFP Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. The Missouri Sunshine Law provides for public access to information the District possesses. Information submitted to the District that Bidders wish to have treated as proprietary and confidential trade secret information should be identified and labeled “Confidential” or “Proprietary” on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should not be disclosed.

8.5 Bidders acknowledge and agree, by submitting a Proposal, that:

8.5.1 Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by such Bidder as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way desired by the District, in its sole and unfettered discretion.

8.5.2 The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any member of the team listed in the Proposal without prior written approval by the District. The District, in its sole and absolute discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of the team.

8.5.3 Adherence to the schedule for the work is of critical importance to the District as time is of the essence, and agrees to dedicate the personnel listed in the Proposal to completing the work in accordance with the schedule outlined in this RFP. Bidders further acknowledge that the contract for the engagement may include significant liquidated damages for failure to perform in accordance with such schedule.

8.5.4 To having read this RFP in its entirety and agreeing to all terms and conditions set out in this RFP. Bidders also accept the responsibility to review and understand all applicable policies of the District, which may be found on the District’s website www.slps.org under “Shortcuts”, “Board Policies”.

8.5.5 The District, and any consultants retained by the District, has the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent’s submission, and authorize the release to the District and/or the District consultants of any and all information sought in such inquiry or investigation.

8.5.6 Under penalty of perjury, that to the best of his/her belief: A) the prices in the Proposal were arrived at independently and without collusion, consultation,

communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restriction competition as to any matter relating to such prices with any other Bidder, or any other competitor; B) unless otherwise required by law, the prices in this Proposal have not been knowingly disclosed by the Bidder, and will not be knowingly disclosed by the Bidder, prior to opening, directly or indirectly, to any other Bidder or competitor; and C) no attempt has been made or will be made by the Bidder to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal in response to this RFP for the purpose of restriction competition.

- 8.5.7 It is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to St. Louis, Missouri.
- 8.5.8 No fictitious name of any entity or person has been used in this Proposal, and no unidentified third-party will have an interest in any resulting contract or in the performance of any work under this Proposal.
- 8.5.9 It does not do business as or operate under any fictitious name.
- 8.5.10 It has only presented one Proposal in response to this RFP.
- 8.5.11 The Proposal is made in good faith.
- 8.5.12 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items referenced in this RFP, or to the competency of the service provider to perform under any resulting contract.
- 8.5.13 It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.
- 8.5.14 It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the U.S. General Service Administration Office of Acquisition Policy.
- 8.6** Any misrepresentations or false statements contained in a response to this RFP or to any request for additional information related to this RFP, whether intentional or unintentional, shall be sufficient grounds for the District to remove respondents from competition for selection at any time.
- 8.7** Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the Bidder, any employee, officer, director, or principal of the

Bidder or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The District also reserves the right to decide in its sole and absolute discretion whether disqualification of the Bidder and/or cancellation of the award shall result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Bidder based on such an improper communication or relationship, and that Bidder's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of these specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of these specifications.

- 8.8** Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to, all reporting and registration requirements. Bidders further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Missouri.

Section 9. FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY")

Pursuant to Missouri Revised Statute 285.530, all Bidders awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the Bidder must affirm the same through sworn affidavit and provisions of documentation, and sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District. Such agreement and affidavit is included as Attachment C to this RFP.

ATTACHMENT A

RFP #: 022-1617 Workers' Compensation Claims Administration Services

Scope of Services

SCOPE OF SERVICES

Introduction- The purpose of this Request for Proposal is to solicit proposals from qualified Third Party Administration firms interested in contracting with the Special Administrative Board of the Transitional School District of The City of Saint Louis (District) to provide claims management services for its workers' compensation program.

Section 10.Scope of Services

The District is requesting proposals from qualified Third Party Administrators (TPA) to provide claims management services for its workers' compensation program. The contractor selected to administer the District's workers' compensation program will be expected to work closely with the District's staff and workers' compensation legal representatives to manage claims in accordance with the District's proactive claims management philosophy. This philosophy calls for excellence the delivery of benefits and services for compensable injuries, the vigorous defense of non-compensable claims with clear explanations of denial decisions, and an overall expression of empathy and respect towards injured District employees. The TPA will be responsible for compliance with all laws and regulations related to claims investigation and processing, preparation and filing of claim forms and reports with the District's excess insurance carrier and with the Missouri Division of Workers' Compensation, communication with claimants and service providers, timely issuance of checks to service providers and claimants, maintenance of data and issuance of management reports on claims activity.

10.1.1 The data reporting system must provide 24 hour online access to the District personnel. The data reporting system must capture the following data fields at the minimum:

- Date of injury
- Date reported
- Date of initial treatment
- Type of injury (i.e. slip and fall)
- Specific injury (body)
- Nature of the injury (i.e. bruise)
- Location (place)
- Claim Type
- Total Paid
- Outstanding reserves
- Third party recover amount
- Total incurred
- Percentage of claims denied
- Occupation

10.1.2 The selected TPA vendor will be an independent contractor with the District and will provide such services in accordance with all applicable state and federal laws and regulations. A statement and/or documentation showing compliance with the Statement on Auditing Standards (SAS) No. 70, Service Organizations, should be submitted with your response to this RFP.

10.1.3 The effective dates for the initial contract term shall be July 1, 2017 through June 30, 2018. The contract may be extended upon mutual agreement of both parties for four (4) additional one year periods running from July 1, 2018 through June 30, 2019, July 1, 2019 through June 30, 2020, July 1, 2020 through June 30, 2021 and July 1, 2021, through June 30, 2022 upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

10.1.4 Your proposal must respond to the specific questions and requests for information addressed in the RFP. In responding, please include a letter stating the extent to which your proposal deviates from the Description of Required Services and indicate the reason for any deviation. If no statement of deviation is provided, the District will assume that your proposal conforms to the Description of Required Services.

10.1.5 The information herein is transmitted for the sole purpose of securing a proposal from your company for the District in accordance with this RFP. The District reserves the right to (1) reject any and all proposals; (2) waive informalities in proposals; and (3) select the proposal, which, in its opinion, best meets, the needs of the District.

10.2 General Information:

The District covers its employees and volunteers under a self-insured workers' compensation program. The District's current excess loss coverage carrier is State National. The District currently has a staff of approximately 3,501 full time employees and 375 part-time employees. During the last two fiscal years, the District has averaged approximately \$2.67 million in workers' compensation claim payments.

10.2.1 The District has averaged 295 report injuries per year over the past two years. Approximately 94 are indemnity claims and 145 are medical only claims. The District has approximately 249 open claims. Legal Counsel is selected by the District. Submit a list of recommended Legal Counsel for consideration based on their abilities to negotiate and settle cases. The District will elicit the recommendation of the TPA but reserves the right to select, as needed, Medical Managed Care Vendors, PPO Network, Bill Review, Prescription drug programs, telephonic and field case management.

10.3 Audit of Workers' Compensation TPA:

The District may, as it deems necessary, commission an annual audit of the TPA's claims administration by an independent auditor to determine the adequacy, timeliness, and accuracy of the TPA's procedures and performance for the prior plan year. The District shall determine the scope of the audit, and the TPA must fully support the activities of and in good faith cooperate with the auditor. TPA support shall include maintaining readily available data that is accessible electronically as well as through hard copy. Neither the District nor the Auditor shall reimburse or indemnify the TPA for any cost incurred or any claim that may arise in connection with or relating to these audits.

10.4 DESCRIPTION OF REQUIRED SERVICES- Please review the required services listed below and indicate any area that your firm could not be in compliance with and the reason for the non-compliance. Failure to indicate compliance difficulties will affirm acceptance of all standards and procedures described below.

10.4.1 Authority/Notification Requirements

10.4.2 Settlement authority \$5,000. Obtain client approval for settlements exceeding authority level.

10.4.3 Reserve notification level \$10,000. Provide written notification of any initial reserve or reserve change of this amount or more.

10.4.4 Narrative Report level \$15,000. Provide narrative caption report to client when a claim incurred amount reaches this level.

10.4.5 Excess Notification-Provide notification to excess carrier and the District of all claims or losses meeting the reporting requirements of the insurer. Provide updates to insurer and District as required. Issue formal reports to excess carrier at least semi-annually.

10.4.6 Initial Claim Intake Requirements

10.4.7 Create an official record of claims and assign to adjusters within 24 hours of receipt of the initial report. Adjuster to make three-point contacts and coordinate necessary care, return to work, and treatment plans with District Workers' Compensation Coordinator. Notify District immediately of any claims reported directly to the TPA.

10.4.8 Examine and analyze all claims to determine compensability of claimed injuries and liability of the District. Contact the District when liability is questionable, before denial process.

10.5 Documentation Requirements

10.5.1 Maintain a claim file for each reported claim which shall be available to the District at all times for inspection. Such file shall contain all data pertinent to the claim to support its disposition and shall remain the exclusive property of the District.

10.5.2 Clearly document all file activity, including telephone conversations or personal meetings, and diary reviews (within 24 hours) to reflect the date, individuals involved, content of discussion, and plan of action.

10.6 Claims Management

10.6.1 Establish claim reserves and provide a continual review and updating of reserves to reflect changes.

10.6.2 Monitor treatment programs for injured employees to assure that treatment is related to the compensable injury or illness. Maintain a close liaison with treating physicians to assure that employees receive proper care and to avoid over-treatment situations.

10.6.3 Coordinate treatment plans and transitional duty activities with District Workers' Compensation Coordinator. Document each lost time claim with a plan of action aimed at resolving the claim

10.6.4 Determine eligibility for and authorize payment of temporary disability compensation in accordance with medical advice and rehabilitation efforts.

10.6.5 Coordinate with District Workers' Compensation Coordinator to maintain telephone or personal contact with temporarily disabled employees to maintain rapport and to monitor medical progress and return-to-work status.

10.6.6 Investigate whether subrogation can be pursued in all cases that may involve third-party negligence. Discuss subrogation possibilities with District and aggressively pursue subrogation.

10.7 Litigation

10.7.1 Notify District and District workers' compensation legal counsel immediately of any initial legal activity on a claim.

10.7.2 Ensure that counsel receives updates to files within three (3) days.

10.7.3 Under the guidance of the District's workers' compensation legal counsel, assist in the preparation of litigated cases and participate as needed in hearings and settlement actions.

10.8 Payments

10.8.1 Pay injured workers in accordance with Missouri workers' compensation law.

10.8.2 Receive, review, and submit for payment medical bills, legal bills and other claim expenses in accordance with District policy.

10.8.3 Follow District approval procedures and maintain payment records.

10.9 Risk Management Information System

10.9.1 Provide District with a risk management information system with access to all claims notes, financial information, and report running capabilities.

10.9.2 Transfer existing District claim information to the RMIS provided, providing a single source for all client claims history.

10.10 Communication/Service

10.10.1 Respond courteously to inquiries from claimants within 24 hours.

10.10.2 Conduct quarterly claim meetings to review all litigated claims, all claims at the narrative caption level and any other claims designated by the District.

10.10.3 Maintain continuous communication with the District Workers' Compensation Coordinator and Risk Manager Recognize that the District plays a very active role in the care of its injured workers and must be kept current on the activities of the claims.

10.10.4 Submit monthly statistical summaries and narrative reports to assist in the evaluation of the District's program.

10.11 Compliance

10.11.1 Comply with State filing requirements.

10.11.2 Assist the District, as requested, in the preparation of state required self-insurance reports.

10.12 Description of Additional Services:

10.12.1 Separate Costs/Pricing of Outstanding/Residual claims and Timeline for Transition of Services by New TPA, if selected.

10.12.2 Specifically outline the cost/pricing proposal for the fees and reimbursable expenses to take over all outstanding/residual claims as of July 1, 2017.

In the case of the incumbent, the cost/pricing proposal is requested for the fees to handle outstanding/residual claims through the life of the claim, in the event a new TPA is selected.

10.12.3 Detailed Timeline for transition of new TPA (if selected), in order to be fully operational by July 1, 2017.

ATTACHMENT B

RFP #: 022-1617 WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES COST / PRICING PROPOSAL

1. The following describes our cost/pricing proposal to provide services specified in Attachment A – Scope of Services of the RFP #: 022-1617 Workers' Compensation Claims Administration Services.

Elements of Cost / Pricing	Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total	\$ _____

2. **Detailed Explanation of the Services to be provided under the above cost/pricing proposal.** Specifically, breakout Loss Control, Case Management Costs, Bill Review, any proprietary managed care program, medical bill audits and any additional Cost Containment Services. Explain how those services are priced and validation for said services. Attach additional sheet.

3. **Optional Proposal**

Elements of Cost / Pricing	Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total	\$ _____

4. Please attach the detail addressing Sections 5.3.2, 5.3.3 and 10.1 as Attachment B, Exhibit 1.

Signature of Authorized Official

Date

Company Name

ATTACHMENT C

AGREEMENT

[Name of Vendor]:

a) Agrees to have an authorized person execute the “Federal Work Authorization Program Affidavit” attached hereto and deliver the same to The Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public School System) (“District”) prior to or contemporaneously with the execution of a contract with the District;

b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____
(Signature)

Printed Name and Title: _____

For and on behalf of: _____
(Company Name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

STATE OF MISSOURI)

) ss.

COUNTY OF _____)

On this ____ day of _____, 20__, before me, _____, a Notary Public in and for such County and State, personally appeared _____ of _____, known to me to be the person who executed the affidavit on behalf of said _____ and acknowledged to me that he or she executed the same for the purposes therein stated. Subscribed and affirmed before me this ____ day of _____, 20__.

Notary Public

My commission expires on: _____

ATTACHMENT D

BIDDER AFFIRMATION FORM

RFP TITLE: Workers' Compensation Claims Administration Services

RFP #: 022-1617

NAME OF BIDDER: _____

After careful consideration of the solicitation document in its entirety, Request for Proposal for **RFP # Workers' Compensation Claims Administration Services**, and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

The Bidder's Checklist in Attachment E of the RFP has been complied with, is completed, and is enclosed with this Proposal.

For consideration of this proposal, the undersigned hereby affirms that (1) he/she is a duly authorized official of the company, (2) that the offer is being submitted on behalf of the bidder in accordance with any terms and conditions set forth in this document and (3) that the company will accept any awards made to it as a result of the offer submitted herein for a minimum of one year following the date of submission.

If notified in writing by mail or delivery of the acceptance of these documents, the undersigned agrees to furnish and deliver to the District within three (3) days, proof of liability insurance.

The District shall provide the Bidder with a contract agreement, which will set forth the terms of this agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Missouri.

Nondiscrimination in Employment: We the supplier of goods, materials, equipment or services covered by this proposal or contract have not discriminated in the employment, in any way, against any person or persons, or refused to continue the employment of any person or persons on account of their race, creed, color, or national origin.

Respectfully submitted, Authorized Official: Title _____

Print Name

Signature

Date

Address

() _____ () _____
Business Telephone Number Facsimile E-Mail Address

The full names and addresses of persons and organizations interested in the foregoing Request For Proposal as principals of the company are as follows:

**ATTACHMENT E
BIDDER CHECKLIST**

RFP TITLE: Workers' Compensation Claims Administration Services

RFP #: 022-1617

- () Submitted all information as requested.
- () Received _____ number of addendum(s).
- () Submitted one (1) original, (3) copies and one (1) electronic Proposal on CD or flash drive.
- () Signed Federal Work Authorization Program Agreement.
- () Signed and notarized Federal Work Authorization Program agreement and affidavit
- () Signed Bidder Affirmation Form (by an authorized official of the company where appropriate).
- () Signed and dated Cost / Pricing Proposal.
- () No conditions or restrictions have been placed by the company on this Proposal that would declare it non-responsive.
- () Prepared to provide the insurance required.
- () Submitted a copy all certificates and license including, but not limited to, the license (to conduct business in the City of St. Louis, Missouri).
- () Submitted state tax identification number. _____

Signature of Authorized Official

Date

Company Name

ATTACHMENT F
NON-SUBMITTAL RESPONSE FORM

RFP TITLE: Workers' Compensation Claims Administration Services
RFP #: 022-1617

NOTE TO BIDDER:

If your company's response is a "non-submittal", the District is very interested in the reason for such response since the District desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form.

Please indicate your reason for responding with a "non-submittal":

- ☐ Unable to meet the requirements for this project.
- ☐ Unable to meet the time frame established for start and/or completion of the project.
- ☐ Received too late to reply. Received on _____.
- ☐ Please remove our company's name from receiving similar type solicitations.
- ☐ Other: _____

Your response will be given careful consideration, and included in the contract file. Your input will assist the District in determining changes necessary to increase participation and competition.

Authorized Signature

Title

Date

Name of Company / Consultant

Company Address

(____) _____

Business Telephone Number

(____) _____

Facsimile

E-Mail Address