CITY OF HOUSTON, TEXAS

NOTICE OF REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: S66-T25102

"PARTNERING TO BETTER SERVE HOUSTON"

NIGP CODE:	**953-92**
SOLICITATION DUE DATE/TIME:	**January 29, 2015 at 2:00 P.M., CST**
SUBMITTAL LOCATION:	**City Secretary's Office City Hall Annex, Public Level 900 Bagby Street Houston, Texas 77002**
DESCRIPTION:	**Self-Insured Workers' Compensation Third Party Administration (TPA) & Related Services**

	Date	*Time*	*Location*
PRE-PROPOSAL CONFERENCE:	**December 11, 2014**	**10:00 AM – 12:00 PM.**	**Civil Service Conference Room, located at 611 Walker, 4th Floor Annex, Houston, Texas**

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Proposer's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Sollicitation Contact Person:
Shannon Pleasant

Name

Shannon.pleasant@houstontx.gov

E-Mail Address

City Chief Procurement Officer

December 1, 2014

Date

1.0 SUBMITTAL PROCEDURE:

1.1 The entire proposal must be completed online on the Proposal Tech website at the following link:

(https://www.proposaltech.com/home/app.php/register)

1.2 In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a "Trade Secret". The City will maintain the confidentiality of such trade secrets to the extent provided by law. The ability to mark a response confidential will be provided underneath each question. If a Proposer desires for its response to be confidential, they can do so by checking the box marked "Confidential" underneath that particular response. In order to provide the Proposal hard copies, the Proposer can run two separate versions from the Proposal Tech tool, an all response inclusive version and a confidential version for public postings. This can be done on the "Reports" page in the left-hand side menu of the RFP. If Proposers have any questions with this process, they can contact Proposal Tech support at 877-211-8316 x84.

1.3 Six (6) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional two (2) electronic CD-ROM copies are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

City Secretary's Office
City Hall Annex
900 Bagby Street, Room P101
Houston, Texas 77002

1.4 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.

1.5 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office. **Please label your proposals with your company name, address and proposal number.**

1.6 The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2.0 PROPOSAL FORMAT:

2.1 The Proposal must be signed by an individual(s) legally authorized to bind the Proposer(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

3.0 PRE-PROPOSAL CONFERENCE:

3.1 A Pre-Proposal Conference will be held Thursday, December 11, 2014 from 10:00 A.M. to 12:00 P.M. in the Civil Service Conference Room, located at 611 Walker, 4th Floor Annex, Houston, Texas. Interested Proposers should plan to attend. It will be assumed that potential Proposers attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions, which have not already been addressed by the City.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed through the Proposal Tech website.

5.0 LETTER(S) OF CLARIFICATION:

5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.

5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

6.1 Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

6.2 Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.

7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

8.0 POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S):

8.1 It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

9.0 **PROTEST:**

9.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the RFP shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

9.2 A protest shall include the following:

9.2.1 The name, address, e-mail, and telephone number of the protester;

9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;

9.2.3 Identification of the RFP description and the RFP or contract number;

9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and

9.2.5 The desired form of relief or outcome, which the protester is seeking.

10.0 NO CONTACT PERIOD:

10.1 Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation."

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UNIFORM INSTRUCTIONS TO PROPOSER(S)
SOLICITATION NO. S66-T25102

1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.

2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.

3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than the City, at any time during the Proposal evaluation process.

4.0 In the event an Proposer submits trade secret information to the City, the information must be clearly labeled as a ***"Trade Secret."*** The City will maintain the confidentiality of such trade secrets to the extent provided by law.

5.0 Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).

6.0 Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.

7.0 All Proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.

8.0 The RFP and the related responses of the selected Proposer will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Proposer and the City. The City and the selected Proposer may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Proposer, the City reserves the right to select an alternative Proposer. The City reserves the right to negotiate with alternative Proposer the exact terms and conditions of the contract.

9.0 Proposer(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.

10.0 The Agreement(s) shall become effective on or before September 1, 2015 for a term of five (5) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof plus two (2) additional one-year terms, or portions thereof plus.

11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.

12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.

13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.

14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

15.0 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.

16.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the contract.

17.0 The City of Houston has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.

18.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.

19.0 The City reserves the right to request clarity of any Proposal after they have been received.

20.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.

21.0 The selected Proposer(s) must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.

22.0 After contract execution, the successful Proposer shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the City Purchasing Agent.

23.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.

24.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

GENERAL TERMS AND CONDITIONS
SOLICITATION NO. S66-T25102

1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

1.2 INDEMNIFICATION

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO $500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

1.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

2.0 INDEMNIFICATION PROCEDURES:

2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

2.1.1 A description of the indemnification event in reasonable detail,

2.1.2 The basis on which indemnification may be due, and

2.1.3 The anticipated amount of the indemnified loss.

2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

2.3 Defense of Claims.

2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.0 INSURANCE REQUIREMENTS:

3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

3.2.1 Commercial General Liability Insurance including Contractual Liability:

3.2.1.1 $500,000 per occurrence

3.2.1.2 $1,000,000 aggregate, (defense costs excluded from face value of the policy)

3.2.2 Workers' Compensation:

3.2.2.1 Amount shall be statutory amount

3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**

3.2.3 Automobile Liability (See Note Below):

$1,000,000 Combined Single Limit per occurrence

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

3.2.4 Employer's Liability:

3.2.4.1 Bodily injury by accident $100,000 (each accident)

3.2.4.2 Bodily injury by disease $100,000 (policy limit)

3.2.4.3 Bodily injury by disease $100,000 (each employee)

3.2.5 Professional Liability

3.2.5.1 $1,000,000 per occurrence $1,000,000 aggregate

3.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.

3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)

3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:

3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor form its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.

3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.

3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

3.6.7.1 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see **http://purchasing.houstontx.gov/forms.shtml**. The Director will consider all other forms on a case-by-case basis.

3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than $500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.

3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.

3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

4.0 CONTRACTOR PERFORMANCE LANGUAGE:

4.1 Contractor should make citizen satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

5.0 INSPECTIONS AND AUDITS:

5.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

6.0 INTERPRETING SPECIFICATIONS:

6.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Proposer(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*

6.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Proposer(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

7.0 CONTRACTOR DEBT:

7.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT**

FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

8.0 CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) COMPLIANCE:

8.1 The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm and shall comply with the terms and requirements therein.

GENERAL TERMS AND CONDITIONS
SOLICITATION NO. S66-T25102

1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least **24%** of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.

1.2 M/WBE subcontracts must contain the Terms set out in **Exhibit II**.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

2.1 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its Terms and Conditions as they are set out at the time of City Council approval of this Agreement. This provision requires certain Contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **Exhibit IX** "Pay or Play" Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your Proposal.

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

3.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering into contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.

3.2 Completion of Exhibit V – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

4.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of $30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit IV** of this RFP describes the contract and documentation requirements relating to this Ordinance.

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

5.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Proposer(s) must certify to its compliance with this policy. **EXHIBIT VI** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

6.0 HIRE HOUSTON FIRST:

6.1 **Designation as a City Business or Local Business**

6.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire**

Houston First Application and Affidavit ("HHF Affidavit") to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

6.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf

6.1.3 Submit the completed application forms to: Mayor's Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to HHF-MOBO@houstontx.gov or faxed to 832.393.0952 or Applications may be submitted with proposal response.

6.2 **Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative---Pursuant to Chapter 15 of the City Code of Ordinances**

6.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "LOCAL BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "CITY BUSINESS ,"AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED N SECTION 15-181 OF THE CODE.

7.0 PROJECT ADMINISTRATION:

7.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the project manager at the Pre-Proposal conference.

8.0 **STANDARD PAYMENT TERMS**

8.1 The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

- Payment Time - 10 Days: 2% Discount
- Payment Time - 20 Days: 1% Discount

8.2 A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.

8.3 If the City fails to make a payment according to the early payment schedule above, but does make the pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

9.0 PROCUREMENT TIMELINE/SCHEDULE:

9.1 Listed below are the important and estimated completion dates and times for this Request for Proposal (RFP).

9.2

Date of issue of the RFP	December 1, 2014
Questions to be answered at pre-proposal conference due	December 8, 2014
Pre-Proposal Conference	December 11, 2014
Proposals due from Proposers	January 29, 2015
Oral presentations and site visits	March 2015
Notification of intent to award (*Estimated*)	April 2015
Council Agenda Date (Tentative)	May 2015
Contract start date *(Estimated*)	On or Before August 31, 2015

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SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO. S66-T25102

1.0 Background:

1.1 The City is seeking a contract for its self-funded workers' compensation program effective tentatively September 1st, 2015 or before as agreed by both parties. The City has provided self-insured workers' compensation for its employees since March 1, 1976.

2.0 Vision Statement:

2.1 The City of Houston intends to contract with a Third Party Administrator (TPA) that embodies our philosophy of meeting the reasonable, necessary, and related medical needs of our injured workers for expedient and healthy return to work.

We seek a partnership through innovative services, solutions and technology that addresses workers' compensation claim management issues and needs. We desire a collaborative effort yielding creative, custom-designed programs, constantly finding ways to strengthen and improve the relationship among claim management, provider network, management and the injured worker.

The successful TPA will have demonstrated experience in managing and reducing workers' compensation costs, knowledgeable and experienced staff with appropriate Texas certifications, and a support system for timely and proper claims processing with the control mechanisms in place to ensure proper treatment to the injured worker and proper delivery of service from the provider. Our underlying philosophy continues to center around responsiveness, flexibility and customer service.

3.0 Claim Management:

3.1 The Human Resources (HR) Department of the City of Houston (herein after referred to as the "City") issues this Request for Proposal (RFP) for Workers' Compensation TPA claims handling and related services. The City intends to contract with a TPA who will either provide all related services or make arrangements for subcontracting (through the proposer efforts or city direction) to provide the necessary related services. Claims Management Services include, but may not be limited to:

- Compliance with all Texas Department of Insurance – Division of Workers' Compensation claims handling requirements.
- Medical exam coordination.
- Legal Representation.
- Private investigative activities.
- Accident Prevention/Loss control (safety consultation).

This RFP seeks to align the City with a TPA to handle claims and provide related services for its self-insured workers' compensation program. The City seeks to enter into a three or five year contract with two one-year extension options at the City's discretion.

The City reserves the right to bundle and unbundle services proposed in this RFP. The proposer should anticipate the City at some point in the future possibly pursuing (outside this RFP) a workers' compensation health network as certified by the Texas Department of Insurance Division of Workers' Compensation (TDI-DWC).

The proposer should price services with sufficient detail, as City will retain the right to bundle and unbundle services during the contract term.
The RFP is being released on December 1, 2014, with responses due Friday, January 29, 2015 by 2:00 p.m. Any proposal not actually received in the City Secretary's office by the deadline will not be considered.

All proposers are encouraged to examine this RFP in its entirety. Failure to do so will be at the proposer's risk.

4.0 Program Overview:

In the last three years the City has not seen a considerable change in its workforce. There has also been a decrease in its workers' compensation costs and injuries during these years. No major change in exposure is expected and for that reason the City views the release of fiscal year information to be a valid benchmark for your use.

The City's demographics of the employee base are as follows:

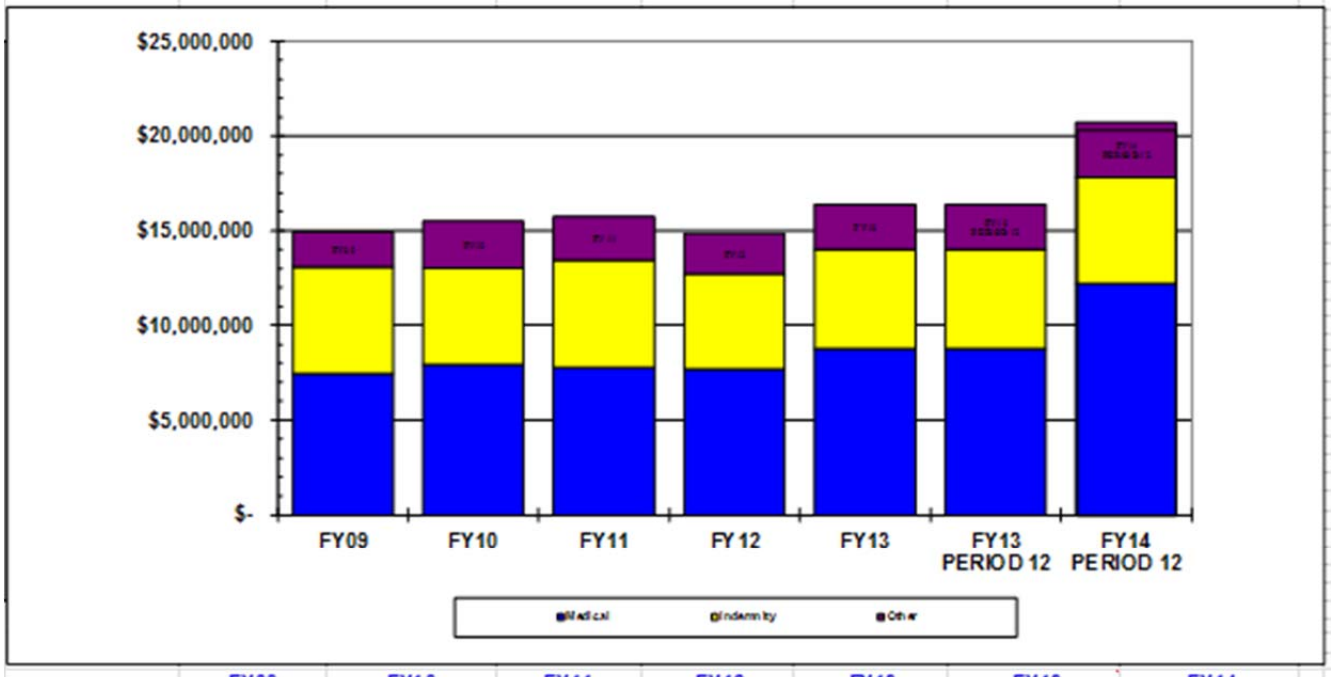
	Civilian	Fire Classified	Police Classified	City-wide
Average Salary (Biweekly)	**$1,846**	**$2,323**	**$2,368**	**$2,056**
Total # of Employees	**12,583**	**3,792**	**5,248**	**21,623**
Average Age	**46**	**41**	**43**	**45**
Average Tenure	**11**	**15**	**16**	**13**

*Information is from the MOFR report.

4.1 The City is comprised of twenty-six (26) departments and services an estimated 21,000+ employees. Of this, 5,248 are classified police employees and 3,792 are classified fire employees. Currently, the City averages approximately:

- 1,821 workers' compensation claims per year
- 473 involving compensable lost time
- 1,200 claims open at any given time
- 1854 Pre-authorizations per year
- 25,563 Bill Reviews per year
- 4,274 Prescription submissions per year
- Total of $729,632.00 paid prescriptions per year
- 252 Peer Reviews per year
- 175 Required Medical Evaluations per year
- 0 Rehabilitation assignments per year

WORKERS' COMPENSATION COST



	FY09	FY10	FY11	FY12	FY13	FY13 PERIOD 12	FY14 PERIOD 12
Medical	$ 7,456,095	$ 7,933,594	$ 7,772,884	$ 7,708,577	$ 8,771,550	$ 8,771,550	$ 12,184,538
Indemnity	$ 5,625,690	$ 5,086,318	$ 5,682,265	$ 4,990,859	$ 5,234,289	$ 5,234,289	$ 5,646,561
Other	$ 1,838,946	$ 2,480,041	$ 2,256,632	$ 2,127,048	$ 2,372,291	$ 2,372,291	$ 2,866,545 *
Total	$ 14,920,731	$ 15,499,954	$ 15,711,781	$ 14,826,484	$ 16,378,129	$ 16,378,130	$ 20,697,644
# Of Incidents	2,392	2,120	2,120	1,967	1,947	1,947	1,821
Lost Time	592	539	605	593	551	551	473
Avg Cost Per Incident	$ 6,238	$ 7,311	$ 7,411	$ 7,538	$ 8,412	$ 8,412	$ 11,366
**Avg. Lost Time Dollar Amount	$ 25,204	$ 28,757	$ 25,970	$ 25,003	$ 29,724	$ 29,724	$ 43,758
Incident Rate	10.12%	8.80%	9.53%	9.19%	9.01%	9.01%	8.30%

*Other includes fees for case management, legal services, investigations, TPA, TDI/WCD representation, legal retainer, medical director, loss prevention, bank charges and recoveries.
As of 01/05/14

** Average Lost Time is calculated by dividing Total Cost by number of Lost Time.

Lost Time - Open Claims / Incurred Cost*
(as of 06/30/2014)

Medical Only Claims							
Accident Year	**<$5,000 Total**	**$5,000 - $9,999 Total**	**$10,000 - $19,999 Total**	**$20,000 - $29,999 Total**	**$30,000 - $50,000 Total**	**>$50,000 Total**	**Totals**
1975		1					**1**
2003						3	**3**
2005	1						**1**
2007			1				**1**
2009	1						**1**
2010	1						**1**
2011	1						**1**
2012	1	1					**2**
2013	7	4	1				**12**
2014	285	6	2				**293**
Grand Total	**297**	**12**	**4**			**3**	**316**

Lost Time Claims							
Accident Year	**<$5,000 Total**	**$5,000 - $9,999 Total**	**$10,000 - $19,999 Total**	**$20,000 - $29,999 Total**	**$30,000 - $50,000 Total**	**>$50,000 Total**	**Totals**
1977						1	1
1979						1	1
1981						1	1
1983		1				1	2
1984						1	1
1985						2	2
1986						1	1
1988						2	2
1989						1	1
1990						6	6
1991						7	7
1992						7	7
1993						3	3
1994						13	13
1995			1			5	6
1996			1		1	1	2
1997						4	4
1998						8	8
1999		1				5	6
2000						6	6
2001						12	12
2002						6	6
2003				1		7	8
2004					1	12	12
2005						5	5
2006					1	11	11
2007						8	8
2008					3	11	11
2009				1	1	17	18
2010		1	2		4	11	18

2011	2		1	3	2	28	36
2012		1	1	8	9	40	59
2013	7	11	24	17	29	74	162
2014	84	45	69	25	17	16	256
Grand Total	**93**	**60**	**99**	**55**	**68**	**334**	**709**

*Data reflects all open claims regardless of date of injury.

Lost Time - Open Claims*
(Incurred as of 06/30/2014)

Cost Range	Lost Time	Medical Only	Total
<$5,000	93	297	390
$5,000 - $9,999	60	12	72
$10,000 - $19,999	99	4	103
$20,000 - $29,999	55		55
$30,000 - $50,000	68		68
>$50,000	334	3	337
Totals	709	316	1025

*Data reflects all open claims regardless of date of injury.

INCURRED AND PTD AMOUNTS
FOR OPEN CLAIMS BY DEPARTMENT (as of 6/30/2014)*

Department Code	# of Injuries	Indemnity Incurred	Indemnity Paid To Date	Medical Incurred	Medical Paid To Date	Expense Incurred	Expense Paid To Date	Total Incurred	Total Paid To Date
Administrative & Regulatory Affairs	20	115,416	63,720	278,588	199,033	51,864	38,088	445,868	300,842
Ancillary Agency	3	0	0	8,936	0	721,936	696,104	730,873	696,104
Department Of Neighbors	5	23,785	12,589	49,466	23,334	4,550	2,543	77,801	38,466
Finance Department	2	44,502	29,234	84,346	63,917	6,385	4,554	135,233	97,705
Fleet Department	14	94,805	94,172	172,146	118,761	20,340	10,495	287,291	223,428
General Services Department	11	359,854	220,339	571,261	438,311	93,888	73,027	1,025,002	731,677
Health & Human Services	30	145,701	109,234	760,378	542,558	98,776	55,870	1,004,855	707,663
Housing And Community Devp.	4	34,346	23,006	142,965	90,324	41,397	31,673	218,708	145,002
Houston Airport System (Has)	44	1,023,087	779,993	7,062,882	5,390,853	557,187	321,820	8,643,156	6,492,666
Houston Emergency Center (Hec)	5	78,647	77,862	141,879	104,102	46,345	36,546	266,871	218,510
Houston Fire Department (Hfd)	282	10,243,357	4,521,692	10,443,859	7,433,823	1,410,104	944,375	22,097,320	12,899,890
Houston Police Department-Hpd	293	26,605,593	13,057,579	35,845,805	22,403,175	2,932,231	2,092,949	65,383,628	37,553,703
Human Resources Dept.	8	16,696	9,596	33,050	21,782	3,870	1,557	53,616	32,935
Library	13	92,341	72,490	231,345	164,252	51,197	39,311	374,882	276,052
Municipal Court Administration	10	176,628	142,336	573,369	418,129	118,262	74,774	868,259	635,239
Parks & Recreation	56	1,299,787	1,010,362	4,197,132	3,207,533	520,719	388,079	6,017,638	4,605,974
Public Works & Engineering-Pwe	174	4,074,872	2,316,452	4,522,163	3,285,807	905,357	606,693	9,502,391	6,208,953
Solid Waste Management	51	2,422,858	1,916,278	2,294,483	1,958,348	340,117	246,160	5,057,458	4,120,785
Grand Total	**1,025**	**46,852,273**	**24,456,934**	**67,414,053**	**45,864,043**	**7,924,523**	**5,664,617**	**122,190,850**	**75,985,595**

*Data reflects all open claims regardless of date of injury.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO. S66-T25102

INCURRED AND PTD AMOUNTS
BY PART OF BODY (as of 6/30/2014)*

PART OF BODY DESCRIPTION	# of Injuries	Indemnity Incurred	Indemnity Paid To Date	Medical Incurred	Medical Paid To Date	Expense Incurred	Expense Paid To Date	Total Incurred	Total Paid To Date
Abdomen Including Groin	5	8,500	7,650	50,323	7,543	2,540	190	61,363	15,383
Ankle	35	313,833	165,819	513,337	290,933	86,237	55,950	913,407	512,702
Arm, Multiple	8	20,451	8,147	56,091	24,867	2,000	468	78,542	33,481
Back (All Other)	11	49,741	21,446	56,317	22,840	8,025	3,629	114,083	47,915
Body Systems & Multiple Body Systems	22	3,774,883	1,310,070	354,843	232,848	91,416	41,469	4,221,141	1,584,387
Brain	3	1,238,514	738,475	1,183,684	1,183,434	123,086	105,786	2,545,284	2,027,696
Cervical	2	36,499	31,399	102,322	86,592	5,964	2,764	144,785	120,755
Chest (Incl. Ribs, Sternum & Soft Tissue)	13	2,670,048	1,212,797	256,508	205,833	38,630	12,878	2,965,186	1,431,508
Digestive System	3	0	0	4,424	0	350	0	4,774	0
Disc (Back)	6	118,762	82,021	116,785	60,762	31,498	21,773	267,045	164,556
Disc (Neck)	2	67,637	67,637	539,883	322,187	20,844	19,353	628,364	409,177
Ear(s)	7	210,865	193,288	337,854	281,301	62,799	46,701	611,519	521,289
Elbow	10	338,389	153,639	241,518	125,611	37,970	22,790	617,877	302,040
Eye(s)	26	40,386	40,386	63,966	37,561	13,356	4,761	117,708	82,707
Face, Multiple Parts	2	0	0	2,550	0	425	0	2,975	0
Finger(s)	33	382,458	256,504	489,328	305,451	108,085	65,491	979,872	627,446
Foot	18	154,440	138,309	349,695	248,093	90,192	76,911	594,327	463,313
ForeArm	9	29,240	11,900	44,660	22,846	7,475	885	81,375	35,631
Great Toe	5	729	729	5,599	1,809	1,050	65	7,377	2,603
Hand	29	68,545	46,814	274,536	186,735	50,275	28,843	393,356	262,392
Head NEC	14	24,713	19,611	42,325	16,272	8,650	1,893	75,688	37,776
Heart	5	974,299	474,059	36,314	24,334	26,587	20,503	1,037,199	518,896
Hip	5	74,064	73,567	207,723	136,290	16,032	10,604	297,819	220,461
Insufficient Info to Identify; Unclassified	10	1,561,196	341,589	266,848	217,835	767,677	725,802	2,595,721	1,285,226
Knee	102	1,433,717	1,003,728	3,603,435	2,263,356	466,344	272,792	5,503,496	3,539,876
Leg, Multiple	8	136,101	53,079	1,705,445	1,602,024	57,740	53,908	1,899,287	1,709,011
Low Back Area (Incl. Lumbar & Lumbo-Sacral)	116	3,357,326	2,968,716	8,981,603	7,678,466	1,353,523	1,101,732	13,692,453	11,748,914
Lower Arm	4	51,380	37,628	27,225	17,785	8,470	5,168	87,075	60,581
Lower Leg	16	744,157	538,110	1,123,411	689,567	126,391	96,611	1,993,959	1,324,288
Lumbar and/or Sacral Vertebrae	10	95,334	73,800	335,763	197,959	44,361	31,270	475,458	303,028
Lung(s)	1	0	0	1,000	0	150	7	1,150	7

Mouth	4	0	0	4,830	200	1,100	7	5,930	208
Multiple Body Parts	245	13,083,971	6,626,852	19,475,696	12,354,283	2,283,809	1,617,414	34,843,476	20,598,549
Multiple Head Injury	14	5,526,030	2,756,778	6,348,846	5,142,100	381,597	211,529	12,256,473	8,110,407
Multiple Lower Extremities	10	217,503	183,253	835,020	656,213	71,083	52,089	1,123,606	891,555
Multiple Neck Injury	4	273,543	182,952	2,778,786	2,134,449	111,551	65,723	3,163,879	2,383,125
Multiple Trunk	4	21,533	10,899	86,527	62,333	13,943	9,153	122,003	82,385
Multiple Upper Extremities	24	262,242	218,009	447,644	301,804	124,661	99,509	834,548	619,322
Muscular-Skeletal System	2	2,530	2,530	24,550	18,026	4,200	1,517	31,280	22,073
No Physical Injury	8	73,189	73,103	372,521	219,670	48,434	29,822	494,144	322,596
Other facial soft tissue	7	1,767,088	251,909	4,923,027	1,645,074	229,833	92,034	6,919,948	1,989,017
Respiratory System	4	0	0	3,977	0	1,400	0	5,377	0
Sacrum and Cocyx	1	3,368	3,368	5,162	5,162	6,400	5,479	14,930	14,009
Scalp	3	4,570	2,285	24,116	13,780	5,550	3,603	34,236	19,668
Shoulder(s)	68	1,027,222	766,806	1,669,894	1,049,638	233,767	112,603	2,930,883	1,929,047
Skull	7	1,761,117	699,124	153,651	64,089	78,496	49,470	1,993,265	812,683
Soft Tissue-Neck	8	189,261	133,916	610,029	548,271	100,758	88,292	900,048	770,479
Teeth	2	995	616	12,195	5,567	1,450	221	14,640	6,404
Thumb	13	501,779	224,926	951,316	754,879	82,599	55,763	1,535,695	1,035,568
Toe(s)	4	49,319	47,748	233,778	197,404	41,985	29,780	325,083	274,932
Trachea	1	0	0	650	0	75	0	725	0
Upper Arm (Incl. Clavicle & Scapula)	10	99,307	82,285	126,725	90,387	19,078	9,516	245,110	182,188
Upper Back Area (Thoracic Area)	10	2,405,535	1,227,990	5,890,795	3,338,444	231,436	159,910	8,527,766	4,726,344
Upper Leg	12	231,251	215,868	487,234	382,975	62,158	45,275	780,643	644,119
Vertebrae	2	243,105	188,028	160,969	140,130	55,461	48,323	459,535	376,481
Whole Body	2	977,566	354,599	12,798	4,071	6,860	958	997,224	359,628
Wrist	15	118,338	96,470	216,181	112,054	59,804	38,726	394,322	247,250
Wrist(s) and Hand(s)	1	35,700	35,700	181,820	131,908	8,893	6,905	226,413	174,514
Grand Total	**1,025**	**46,852,273**	**24,456,934**	**67,414,053**	**45,864,043**	**7,924,523**	**5,664,617**	**122,190,850**	**75,985,595**

*Data reflects all open claims regardless of date of injury.

4.2 All indemnity, medical and other vendor payments are accomplished through the process of having the TPA issue checks on a "positive pay" basis tied to a zero balance checking account. The TPA is responsible for monthly balancing and reconciliation (which includes processing of all unclaimed checks) of the account.

4.3 The TPA provides a monthly billing tape for the City to update its SAP Financial System that resides on the client/server environment. The processing of the monthly tape automatically in effect charges all workers' compensation costs back to the applicable departments' cost centers.

4.4 The TPA also annually produces IRS Forms 1099-Misc for all vendors and mails the forms to the appropriate vendors.

4.5 The TPA shall assist in coordinating loss control services, such as air sampling, bulk sampling of suspected harmful agents, and an annual departmental safety audit for high risk departments.

4.6 The City also seeks a law firm to be used for representation in cases presented to the TDI-DWC.

4.7 The City has a Medical Advisor to perform medical reviews, assessments, and evaluations for placement in transitional duty assignments and other duties as requested by the HR Director. The Medical Advisor also provides guidance on matters pertaining to workers' compensation, the Family Medical Leave Act, and the Americans with Disabilities Act.

5.0 Minimum Requirements for the TPA:

5.1 All questions regarding the scope of the project, technical specifications, proposed applications, etc. must be submitted through the Proposal Tech website on or before December 8, 2015 in order to be addressed at the pre-proposal conference.

5.2 The TPA shall have a local (Houston area) office.

5.3 The TPA shall have a claims reporting service capable of receiving claim reports (DWC - 1 and DWC - 6) twenty-four (24) hours a day, 365 days per year, and capable of making the appropriate data entry into the Risk Management Information System (RMIS) to begin the claim handling process.

5.4 The City shall have all right, title, interest, and ownership to all claim data, statistics, electronic media, and claim files, including managed care files, created as a result of the services to be provided by the TPA. Further, at the sole option of the City and upon ten (10) days written notice, the TPA shall return such files to the City.

5.5 The TPA shall provide City with appearance hours as needed at no additional charge to answer questions before elected officials, City Council, or the Civil Service Commission to address issues associated with claims handling activity or other aspects of the related services.

5.6 The TPA shall periodically (weekly) meet with City to discuss transitional duty issues and claims handling concerns.

5.7 The TPA shall periodically (biweekly to monthly), provide upper management support to meet and confer with City management to discuss program operational issues, administrative issues, and other areas of concern as deemed necessary by City.

5.8 The TPA shall periodically (quarterly) meet with City staff to review program progress and operational concerns.

5.9 TPA shall cooperate and coordinate activities with the City Medical Advisor and City return to work program administered through the Risk Management Division and Designated Departmental Representatives.

5.10 TPA shall cooperate and coordinate subrogation activities, Contested Case Hearings, Appeals Panel Briefings, and Judicial Review although handled by the City or its outside selected counsel, with the City Legal Department and its agents.

5.11 TPA shall establish and maintain relationships, with City concurrence, with vendors to discharge all duties under this RFP.

5.12 TPA shall cooperate with the City in identifying overpayments and duplicate payments and reasons thereto. Where the reason is due to TPA's failure to discharge duties diligently, TPA shall reimburse the City the amount of overpayment within thirty (30) days.

5.13 The TPA shall add no fees, charges, profit sharing or premiums in any amount in addition to the actual cost to the TPA for subcontractor services, which may or may not include subsidiary companies, joint ventures or any form of ownership.

5.14 TPA shall be responsible for the generation and mailing of 1099s to vendors/providers as required by Internal Revenue Service Code. Contractor will forward a magnetic tape to the IRS of 1099s as required by Internal Revenue Service Code.

5.15 For all claims, TPA shall set reserves to reflect exposure based upon the injury through the life of the claim without reduction for present value and considering the governing law at time of injury. Although all the necessary facts may not be available at the outset of a claim, TPA will set reserves within seven (7) days of receipt of notification of the claim. Reserves will be adjusted when medical information or investigation indicates that the existing reserve is inadequate or excessive; however, warranted once the claim has been open for a period of eighteen (18) months changes shall be thoroughly documented as to cause in the file notes. The following criteria shall be evaluated when setting a reserve: the injury, the investigation, medical information, projected income benefits to be paid, projected disability, and the potential use of outside experts (i.e., work capacity assessment, private investigators, rehabilitation services, etc).

5.16 TPA shall abide by the understanding that the amounts charged for medical or vocational case management, PPO fees, private investigative fees, structured settlement fees shall not be paid under the indemnity or medical portions of the claim but be shown as an Allocated Loss Adjustment expense.

5.17 TPA shall abide by the understanding that no charge shall be levied to the City for the payment processing of Allocated Loss Adjustment expenses.

5.18 TPA shall submit to and cooperate with onsite visits by City staff, and claims and operational audits performed by third-party consultants or City staff. If conflicts or perceived conflicts of interest arise, the City will determine if such conflict exits and act accordingly.

5.19 TPA shall provide periodic information to, and cooperate with, the City's actuarial service provider.

5.20 TPA shall provide annual audited financial statements within ninety (90) days following the end of the TPA's fiscal year.

5.21 TPA shall provide annual conflict of interest statements and affiliated company listings.

5.22 TPA shall consider City input on hiring of staff or staff the account at the direction of the City.

5.23 The TPA's RMIS shall have the ability to allow the City to do ad hoc reporting as needed.

5.24 The TPA shall be financially responsible for any penalties and related administrative and or defense costs resulting from any TDI-DWC administrative violation or alleged administrative violation as a result of the TPA's action or failure to act.

5.25 The TPA shall post subrogation recoveries within the month received unless received within the last five (5) working days of the month.

5.26 TPA shall abide by the provisions of the Pay or Play Program (POP) as found in Exhibit IX.

5.27 The City reserves the right to remove and include work that may be contracted by the use of a Certified Network.

5.28 TPA shall abide by the City's TIB report format utilized in City of Houston's SAP or current platform.

5.29 TPA shall provide an explanation of how TIBS are calculated, including adjustments to each injured employee. TPA shall provide an example to employee and the City as needed.

5.30 TPA shall abide by City's requirements which will supersede the TPA requirements should a conflict exist. All conflicts shall be reported to the City.

5.31 TPA shall utilize current claim numbers due to City of Houston's SAP processes. If not, TPA will provide a file that interfaces with SAP or current platform.

6.0 Instructions for Workers' Compensation Third Party Administrator Questionnaire:

6.1 This section contains requirements and queries your proposal should address in your response to this RFP. You must respond to each item/question separately. Please restate the question prior to providing your response.

6.2 Each response should consider all information provided in the other sections. As the requirements are to address City of Houston specific needs, standard application descriptions and literature will not be considered to be responsive. Responses should be clear and concise, and should address the issue directly. The matrices will be provided to each proposer in its original format. Third Party Administrators who are interested in bidding on only specified services should stipulate in their responses to the RFP.

6.3 Please see Workers' Compensation Third Party Administrator Questionnaire.

7.0 Bank Information:

All indemnity, medical and other vendor payments are accomplished through the process of having the TPA issue checks on a "positive pay" basis tied to a zero balance checking account. The TPA is responsible for monthly balancing and reconciliation (which includes processing of all unclaimed checks) of the account.

The TPA provides a monthly billing tape on the 5th work day of the month for the City to update its SAP Financial System that resides on the client/server environment. The processing of the monthly tape automatically charges all workers' compensation costs back to the applicable departments.

The TPA also annually produces IRS Forms 1099-Misc for all vendors and mails the forms to the appropriate vendors.

The City currently designates the law firm to be used for representation in cases presented to the TDI-DWC.

7.1 You must be able to receive an electronic transmission from the City containing basic employee information. The City is currently using the SAP system.

7.2 You must be able to transmit the bill payment information to the City daily in the format listed below or allow the City to pull the information daily. Please note the format may change in the future years that will require additional programming on your part at no additional cost to the City. We expect the contracted TPA to remain flexible in the technology portion as we intend to evolve and remain efficient.

Claim Number	Service To Date	Business Area
Transaction Date	Transaction Line Number	Business Area Name

Check Issued Date	Claimant Name	Fund
Transaction Type	Occurrence Date	Fund Name
Distribution Type	Claim Type	Cost Center
Check Number	Payee Name	Cost Center Name
Payment Amount	Payee Type	Total Recovery Paid
Reference Number	Description of Services	Transaction Detail (check or EFT)
Invoice Number	Distribution Class	Identify Classified vs. Municipal
Service From Date	Claim Status Detail	GL Account

7.3 Describe your capability and process for furnishing the following electronic data to the City:

a. Encounter data by claim including ICD-9 code, description and authorized fee amount.

b. Expenditures by provider, address, and tax identification number.

7.4 Do you currently provide electronic data exchange to outside systems? If yes, please provide the systems.

7.5 Address the capability to offer electronic billing and digital imaging.

8.0 Performance Standards:

Listed below are Performance Standards, which must be met by the TPA, excluding the 90-day transition period, including any renewal terms. Also listed below are the amounts at risk for failure to meet the respective Performance Standards. Penalty will be pro-rated if the TPA reaches 90% compliance with the respective standard. Failure to reach 90% compliance will result in full payment of the respective penalty. If the TPA materially breaches one or more of the Performance Standards it agrees to pay the aggregate of the respective amounts at risk in the form of a reduction in the Basic Claims Administration Fee due and payable under the Agreement. Such amount will be deducted from the Basic Claims Administration Fee due the month following the determination that the Performance Standards have been breached. If such determination is made after termination of the Agreement or at the end of the Contract Term, the TPA agrees to pay the City an amount equal to the aggregate of the respective amounts at risk in a lump sum payment within thirty (30) days following written notification from the Director of the amount due. The TPA's performance under the Performance Standards will be jointly reviewed and evaluated by the TPA and the Director. Repayment of the amounts specified herein shall not be the City's sole remedy in the event that the TPA materially breaches one (1) or more of the Performance Standards and shall not prejudice the City's right to terminate this Agreement for cause.

PERFORMANCE STANDARD	AMOUNT AT RISK
a) Completing and documenting quality facts pertaining to three (3) or four (4) point contact for each claim, namely injured workers, the supervisor, medical provider and witnesses, if applicable, within twenty-four (24) hours of receipt of the claim on one-hundred percent (100%) of a randomly selected representative sample. If contacts are not completed, daily attempts must be continued until completed. Examples to be maintained in the Client Special Instructions.	$15,000
b) Contacting and documenting quality claim file notes regarding contact with injured workers and medical providers (on a weekly but no less than bi-weekly basis who are receiving Temporary Income Benefits on one-hundred percent (100%) of a randomly selected representative sample. Examples to be maintained in the Client Special Instructions.	$15,000
c) Taking quality recorded statements, documenting daily attempts, or reasons a recorded statement cannot be taken on all Lost Time Claims within 24 hours of receipt of claim in one-hundred percent (100%) of a randomly selected representative sample. Examples to be maintained in the Client Special Instructions.	$5,000
d) Documenting claim file notes within 48 hours of claim receipt regarding prior claims history of injured workers from city historical claims and other sources and evidencing awareness of contribution applicability to subject claim in one-hundred percent (100%) of a randomly selected representative sample.	$10,000
e) Initiating weekly Benefits within the statutory time constraints on one-hundred percent (100%) of a randomly selected representative sample.	$25,000
f) Performing the claims management function in such a way as to readily demonstrate a functional diary system for adjusters and supervisors in one-hundred percent (100%) of a randomly selected representative sample. This includes documenting claim file notes with a clear strategy and action plan for disposition. May need to clarify the measurement.	$10,000
g) Maintaining a manageable workload of one hundred ten (110) active (meaning TIBs are being currently paid or were paid) Lost Time Claims. If the Adjuster's caseload exceeds one hundred ten (110) active Lost Time Claims, the TPA agrees to reduce same within thirty (30) days. In no event shall the caseload exceed one hundred twenty five (125) Active Lost time Claims per Adjuster. Caseloads will be reported to The City once a month.	$10,000
h) All open cases will be maintained on an open diary and all files must be reviewed every 30 days (with the exception of medical maintenance files which can be reviewed every 90 days). Unless clearly documented, no file is to go more than 30 days without being seen. Each open indemnity case must have a plan of action with a time-line, which provides adequate information to demonstrate how the adjuster intends to move the claim to closure. An initial action plan will be documented within 14 days of receipt of claim. If for any reason a diary date is expected to exceed 30 days, the adjuster must document with supervisor acknowledgment. The Adjusters must document under the proper code 1) Plan of action or File Review. This should state when the file will be reviewed again. 2) Reserve Review which should address current reserves as outlined in written guidelines.	$5,000
i) The supervisor must review all Lost Time Claims files after the Adjuster has completed their three point contact, investigation, reserves and POA. The supervisor must document the initial review within 14 days of receipt of claim. Subsequent supervisor reviews will be documented every 60 days until file closure	$10,000
j) Providing on-line captioned reports of Claim status within thirty (30) days of reserves reaching the threshold amount and periodic update memos to the Claim File regarding status of Claims where the combined included loss reserves exceeds Twenty-Five Thousand Dollars ($25,000.00) and continuous ninety (60) day memo to file notes	$5,000
k) Continually documenting the comparison of actual lost time duration to MD guidelines on all claims involving lost time.	$15,000

l) Referring claims for telephonic or field case management per the referral triggers.	$5,000
m) Complying with reporting requirements as indicated in Reporting Requirements section of this RFP.	$10,000
n) Keeping adjuster, supervisor, and account management turnover to a rate of 10% or less.	$10,000
TOTAL	**$150,000**

REPORTING REQUIREMENTS

REPORTING REQUIREMENTS

This list of reports is not all inclusive of the City requirements but are at a minimum the reports to be received in a timely fashion or by an agreed upon due date, and in a format designated by the City. These requirements are part of the performance standards.

Monthly

1. One (1) electronic copy of the billing tape extract (to charge departments for costs) reflecting status and financial Activity for all Claims since the prior billing tape extract within ten (10) days after the end of the month;

2. Claims Payment Allocation Reports reflecting financial information on all Claims for which any payment was made during the month by department;

3. Bank reconciliation;

4. Medical/Indemnity overpayment and duplicate payment log including recovery recommendation and status;

5. Multiple Claim filers Report;

6. Case Management and Vocational Rehabilitation Report showing all open Case Management and Vocational Rehabilitation Claims, amount charged monthly and year to day (based on City's Fiscal Year), and the date the service provider(s) received the claim;

7. Surveillance/Activity Check Report showing all Surveillance/Activity Check Claims amount charged monthly and year to date (based on City's Fiscal Year), and the date the service provider(s) received the claim;

Quarterly

1. Continuous reserve analysis on Claims open in excess of eighteen (18) monthly and reaching the specified threshold.

2. Compliance reviews and medical bill audits on a randomly selected sample of Claim Files with reports to follow to the Director;

3. Administrative Violations Log-Includes Request for Documents, Notice of Intent to Issue an Administrative Violation, Notice of Administrative Violation, Order to Respond, Warning Letter, or other related correspondence;

4. Program Status Reports as required;

Annually

1. Subcontractor's Schedule of Fees with copies of Agreements between the TPA and the subcontractors;

2. TPA's audited financial statements within ninety (90) days of the end of the TPA's fiscal year;

3. Conflict of Interest statement and affiliated company listings;

4. Subrogation report; and

Special Studies and Reports (Not Part of Performance Guarantee)

The TPA, at no additional charge, shall provide additional studies and special reports at the request of the Director and/or Medical Advisor so long as such additional studies or additional repots do not require material changes to the software.

WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR QUESTIONNAIRE

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO. S66-T25102

Workers' Compensation Third Party Administrator Questionnaire

1.0 Company Information:

1.1 State full name and address of your organization and identify parent company if you are a subsidiary or a general contractor with subcontractor(s) providing proposal(s).

1.2 Indicate whether you operate as a partnership, corporation or individual organization.

1.3 Is you company aware of any pending future buy-outs, mergers, acquisitions and/or changes in management staff?

1.4 How do adjusters assist in the facilitation of the modified duty program?

1.5 Describe how you would work with a vendor partner if The City elected to unbundle the managed care portion of the claim process (bill review, nurse case management, utilization review, etc.).

1.6 Please identify the senior person in your company ultimately responsible for the account. Provide a brief resume of all persons and managers who will be involved in servicing the account. Where are these individuals located?

1.7 Provide a general explanation and chart that illustrates project leadership, reporting responsibilities and interface with City Human Resources & Risk Management.

1.8 Are you licensed to operate in Texas?

1.9 Where will you service the account? Do you have an office in Houston, Texas? If not, would you consider establishing an office in Houston, Texas? If so, state the time frame.

1.10 Do you agree to work the same operational hours and holidays as the City? If no, please explain.

1.11 Are you willing to assume full financial responsibility for administrative violations levied by the DWC? Please explain.

1.12 How are the licenses to conduct business in Texas and your staff's required licenses in Texas maintained?

1.13 Do you have a Best Practices manual and will you be willing to provide the City with a copy? Are you willing to develop custom client special instruction eliminating overlap in city requirements and your best practices? Please provide a copy of your best practices.

1.14 Do you propose an incentive program available to the dedicated team members upon their meeting / exceeding the performance standards?

1.15 Do you agree to be the custodian of the workers' compensation files, city records and abide by requests for information from our legal department?

1.16 Confirm that The City of Houston will be informed of the due diligence prior to a purchase or divestiture of any entity.

2.0 Company Experience:

2.1 The services requested are related to our workers' compensation program. How many public entities or municipalities do you provide the same or similar proposed services? Please state the Texas account.

2.2 How many clients have you lost in the past three (3) years? Please provide a list. Please see Exhibit II.

2.3 How many licensed workers' compensation Adjusters do you employ in Texas?

2.4 What is the personnel turnover rate for your workers' compensation adjusting staff for the prior five (5) years in the state of Texas?

2.5 What is the personnel turnover rate for your management and executive employees who oversee Texas workers' compensation operations for the prior five (5) years?

2.6 Have your clients been audited by the DWC Compliance & Practices Division on claims administered by your company? If so, on the claims that your company administered, what were the number of violations and amount of penalties paid? What were the number of violations and amount of penalties dismissed?

2.7 Has your company incurred/paid any fines related to the administration of Texas claims? If so, please state the number and total dollar amounts of the fines. Also, please describe the corrective action(s) that were implemented, if any. If none were implemented, please state so.

2.8 Please describe the quality control measures you plan to utilize on the City account to ensure compliance with all legal requirements, protection of City's self-insured fund, and timely, fair, and cost effective claims handling/management.

2.9 Provide information to show how you would measure program improvements and outcomes.

2.10 How often do supervisors review files, and what criteria are used to select files for review?

2.11 Indicate whether adjusters receive performance-based incentives and how those incentives are determined.

2.12 What type of benchmarking is available that would allow The City to compare its own data/outcomes year over year, as well as compare its data/outcomes to your book of business?

2.13 The City requires a full time dedicated on-site account manager. Confirm that you can meet this requirement.

2.14 Describe how the account manager would work with The City to understand outcomes and partner in an effort to drive program improvements.

2.15 Have you utilized any or all of the proposed quality control measures in the past? If so, to what extent have they been successful (percentage of the time)?

3.0 Staffing:

3.1 Are you willing to set up a dedicated adjusted supervisor for the City of Houston to provide services?

3.2 Are you willing to hire the adjusting staff of the current Contractor at the City's direction and concurrence?

3.3 What is your staffing plan based on the statistical and claim data provided?

3.4 Please provide an organization chart of proposed dedicated unit including support staff.

3.5 The city at any time may choose to have an employee from the TPA dedicated staff removed. The City may do so without reason or explanation. The TPA employee will need to be replaced within two (2) weeks with the concurrence of the City. Do you agree?

3.6 Are adjusters allowed to work from home? If yes, do you agree to obtain the City's approval for this action?

3.7 Do you agree to obtain authority from the City of Houston prior to using any of the dedicated staff on other accounts or for other company business?

3.8 The City requires a caseload of no more than one hundred ten (110) active (meaning TIBs have been paid or are being currently paid) Lost Time Claims. If the Adjuster's caseload exceeds one hundred ten (110) active Lost Time Claims, the TPA agrees to reduce same within thirty (30) days. In no event shall the caseload exceed one hundred twenty five (125) Active Lost time Claims per Adjuster. Caseloads will be reported to The City once a month.

3.9 Please provide the procedures used for all personnel to obtain and keep licenses.

3.10 What are your plans to be able to attract top quality candidates to the dedicated unit?

3.11 Travel as needed will be required for any/all adjusters and supervisors. Confirm that you can comply with this requirement.

4.0 Training:

4.1 4.1 What kind of actual claim specific and supervisory/management specific training have you provided to your adjusting and management staff during the prior three (3) years?

4.2 What kind of actual training have you provided for your clerical/support staff during the prior three (3) years?

4.3 What kind of training do you propose to provide for the dedicated unit (adjusters, clerical/support, supervisory)? Please provide specifics.

4.4 Will you provide training and continuing education credits to City employees? If yes, will you provide bi-monthly continuing education courses and training to city employees?

4.5 What kind of system training do you propose to provide for TPA staff and anyone else working on City's account? Please provide specifics.

5.0 Safety:

5.1 Summarize your loss control capabilities, disclosing the name and information about any vendor partners that are used for these services.

5.2 The City has an in-house loss control staff in Human Resources & Risk Management; however, it will be desirable to have the claims service contractor provide reports and field inspections to point out areas and cause of loss areas so that the City can implement loss control measures. Describe how you would provide this service.

5.3 The city may require a quarterly inspection and report/audit of the top ten most frequent occurring accidents by department. How would you provide this information? How would this process be provided? What is your plan for accomplishing this task? Provide costs.

5.4 Does your system identify loss trend? Describe methods.

5.5 Does system capture source of injury, incident category, hazardous condition and unsafe act data on individual claims? Describe any additional loss information captured. If not, what loss analysis information is captured?

5.6 Does the system provide safety management reports:

By cause?

By location?

By organizations?

By special analysis codes?

By body part/injury class?

5.7 Does the system break down injuries by Organizational Number (injured worker pay location)? If yes, please describe.

5.8 How does the system report employees with multiple injuries?

5.9 How does your system capture sufficient information concerning source of injury, unsafe act, hazardous condition, accident categories and codes, to prevent/eliminate using “all miscellaneous/not elsewhere classified” as a code? Describe methods.

5.10 Provide blinded example of any executive summary of a safety program analysis that your firm completed for another entity.

5.11 Describe the system for classifying injuries and illness for safety analysis such as Bureau of Labor Statistics, Occupational Injury and Illness Classification System.

5.12 We have a wide difference in the tasks performed and services provided by our employees. Provide examples of how your firm has been successful toward reducing accidents in a diverse environment such as the City of Houston.

5.13 Does the system have the capability to complete an OSHA 300 log, and facilitate completion of the BLS annual survey of occupational injuries and illness?

6.0 Conversion Plan:

6.1 What time frames would be required to set up a workers' compensation unit for the City? How soon could you have the staff in place? Provide an implementation plan that outlines the steps, timeframes, and assignments that would be involved in the transition.

6.2 Will an implementation manger be assigned to the transition team? If so, please provide the name and bio of that person. Please provide three references for successful program implementation and the date of those implementations.

6.3 Describe your plan/program for accomplishing the services offered. Include any time-related displays, graphs, and/or narrative charts as necessary in order to explain the time frames.

6.4 Please state the time frame for the data conversion.

6.5 In how many days could your system be in full operation for processing City claims?

6.6 Can the existing claims data be incorporated to the system being proposed? Please state a range of associated costs for this service(s).

6.7 The city requires you to handle existing files that are currently being handled by the present contractor. Please confirm your commitment to comply with this requirement.

6.8 What is the process for reviewing existing claims in preparation for transfer?

7.0 Claim Administration:

7.1 Please explain your claims reserving procedures.

7.2 Describe your claim intake capabilities. Would you be able to build an inbound and outbound data bridge with The City for electronic claim intake?

7.3 What capability do you have that would allow The City to report claims directly through our RMIS? Provide any additional cost for this feature.

7.4 What mobile applications would be available to The City for claim reporting?

7.5 Please describe how you assure accurate and timely claims payments.

7.6 Do you perform “in-house” claim audits on (a) claims handling procedures and (b) medical bills and related services? If yes, describe how it is done and how often it is done.

7.7 Illustrate contact points with the claimant, doctor, employee, supervisor and the certified network.

7.8 How are disagreements handled by the claims supervisory staff and the client if the method of final adjudication were to differ?

7.9 Describe your EDI process. Please provide a flowchart.

7.10 Where will checks be issued for payments relating to workers’ compensation claims?

7.11 During system downtime, how will you continue to issue required payments timely?

7.12 If a bad faith claim is filed against the contractor (and/or it’s subcontractors) and the City, please explain how this matter will be handled.

7.13 Will your adjusters have access to ODG / MDG or any other software needed to handle City claims? IS there a tracking mechanism to report on MDG

7.14 Are you willing to provide an after-hours phone number for City staff and injured workers to obtain immediate assistance to any questions asked?

7.15 The City prefers that all calls be recorded. Does your system allow for this capability? If not, how would you accomplish this task? Does it include periodic phone call monitoring?

7.16 Do you have a customer service action plan? If so, please provide a detailed description of the plans activity.

8.0 System:

8.1 Is your system a true web based system accessible anywhere by anyone on any type of mobile device with proper authority?

8.2 Will all third party vendors have the ability to document claim notes in your RMIS?

8.3 When was the last major upgrade/enhancement made to your RMIS, and what enhancements were made?

8.4 How often are scheduled enhancements made to your RMIS? How are your clients made aware of the enhancements?

8.5 Does your system allow different levels of authority based on different users? Once a defined number is reached, can your system inform individuals, via the system or email, of reserve changes?

8.6 Does your system provide on-line captioned report templates to provide:

a. Claim status within thirty (30) days of reserves reaching the threshold amount?

b. Periodic update memos to the Claim file regarding status on claims where the combined included loss reserve exceeds twenty-five thousand dollars ($25,000)?

c. Continuous ninety (90) day reserve memo to the file?

8.7 Explain the type of computer reports that are included in the claims servicing contract. Please provide sample copies of all reports, forms utilized and other such items.

8.8 What type of standard trend analysis / graphs does your RMIS provide?

8.9 Describe capabilities for custom reports and ADHOC Reports and the associated costs, if any.

8.10 Can your system provide reports on loss development and forecasting reports, which will allow option for maintenance of loss development, file to project existing losses to ultimate revenue liability and to forecast for inflation?

8.11 Can your system provide reports that indicate reserve change analysis to monitor reserve practices? The analysis should indicate initial reserve, the reserve at closing and the final amount paid.

8.12 Describe litigation support capabilities of your system.

8.13 Can your system provide a narration on claims in litigation with diary dates for certain key events in order to track these cases?

8.14 Can your system provide ability to identify claims with a potential for subrogation? Can this information be retrieved and compiled in a report format?

8.15 Does your system allow claim tracking, review and data correction capabilities?

8.16 Does your system have an As of Date for loss run reporting?

8.17 At the time a report is generated, how current is the information provided?

8.18 Can your system run reports automatically at a specified time for recurring reports?

8.19 The City will require claim reports to be prepared by its fiscal year (July 1). Do your systems have this flexibility?

8.20 The City will require data of workers' compensation medical payments with all the relevant data to match with employee Health Benefits claims system in order not to pay duplicate charges. Please confirm you can meet this requirement.

8.21 Can your payment system register payments by types, such as for audit and payments to doctor, hospital, pharmacy, outpatient, etc.? Allocated expense must also have capability to report to type of payment.

8.22 For safety management reports, can your system provide reports by cause, location, etc., codes and special analysis codes, such as body part/injury class?

8.23 Describe the financial safeguards used to prevent duplication or excessive indemnity and medical payments.

8.24 The city requires your RMIS allocate medical bill audits and review fees to the individual claims. Please confirm you can meet this requirement.

8.25 Does your system have automated check writing, bank account maintenance and form letter capabilities?

8.26 Can your automated check writing system demonstrate batching of checks allocating payments to different claims files?

8.27 Does your company have a bank transfer capability whereby drafts (or checks) can be issued and the account may be replenished daily/weekly/monthly? If yes, which type?

8.28 Your check system should provide such information as check number, payee, claim number, entity charged, date, amount, and type of payment. Can you provide this information? Please attach a sample.

8.29 Can checks be printed on-line or in batch and can they be allocated to different claims files?

8.30 Describe cost allocation, loss development and loss reporting features.

8.31 Please state bank reconciliation systems offered and how often these will be offered.

8.32 Describe your method of checks and balances to safeguard against employee (contractor) dishonesty/fraud.

8.33 How long have you used your proposed management information system in handling and managing workers' compensation claims in Texas? Are there any known MIS issues/problems that need to be resolved or are in the process of being resolved? If yes, what type? When will they be corrected?

8.34 What is your back-up system for your management information system to safeguard integrity of data? Please provide details.

8.35 Will your system allow payments on closed files? If yes, please explain the safeguards in place to identify files, that may indicate the file to should be reopened?

8.36 Do you have staff to provide assistance by telephone for problem resolution? Please describe how this will be done.

8.37 How does your system or what does your system have to coordinate and analyze WC medical with health benefits medical?

8.38 Do you outsource any position of your IT staff/services? Please explain.

8.39 Does your RMIS system have the ability to attach documents, pictures, video and audio, and is it accessible from the electronic claim file?

8.40 Does your system have the capacity to include claims arising out of workers' compensation plus automobile general liability, professional liability, medical malpractice and crime?

8.41 Are claim file notes available on-line? Describe access and data entry responsibilities. Also, describe RMIS data correction procedure.

8.42 Does your system track lost time in connection with a claim? Describe tracking methodology (days/weeks).

8.43 Does your system allow Injured Employee to access their personal claim(s) electronically? Do you have the ability to utilize webcams/live chat to communicate with an injured employee?

8.44 Do any of the following systems or programs integrate with your claims system? Check all that apply:

1: No systems integration / Not applicable,
2: Bill Review,
3: NCM,
4: PBM,
5: UR,
6: Fraud and Abuse Protection,
7: Legal,
8: ODG,
9: MDG,
10: Other, what is the functional nature of that integration?: [Unlimited]

9.0 Attorney:

9.1 Who are you proposing for the Austin representative on City's account? Please list at least two (2) choices for the City to choose from.

9.2 Please provide a list of all costs associated with the Austin representative services, if any.

9.3 Please provide a copy of proposed Austin representative's errors & omissions (E&O) policy and all other applicable insurance coverage.

9.4 Has the proposed Austin representative's incurred and/or paid any E&O claims during the prior three (3) years? If so, how many and what was the total dollar amount?

9.5 The City will require BRCs to be handled by claim supervisors. Please confirm your ability to meet this requirement.

10.0 Managed Care Coordination

NOTE – AT THIS TIME, THE CITY OF HOUSTON IS NOT INTERESTED IN AN HCN OR OTHER NETWORKS.

10.1 Do you use a vendor partner for medical bill review? If so, who? The city requires reduction of medical bill to fee schedule.

10.2 The city requires comparison of medical billing to the ODG. Please explain the process used to compare medical bills to ODG.

10.3 Are telephonic and field case management nurses your employees, or do you use a vendor partner for nurse case management (provide the name if a vendor is used)? How about company information and bios, etc?

10.4 The city requires comparison of disability duration to MDGuidlines. Please explain the process use to compare disability duration to MDGuildlines.

10.5 Against what criteria is nurse case management success determined?

10.6 Do you use a vendor partner for utilization review? If so, who? How about company information and bios, etc?

10.7 How are bills referred for utilization review?

10.8 What pharmacy benefit management options would be made available to The City?

10.9 Will third party managed care vendors have the ability to document claim notes in your RMIS?

10.10 What about electronic/automated billing for utilization review?

10.11 What about electronic/automated billing for bill review?

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS
SOLICITATION NO. S66-T25102

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposer(s) are encouraged to include additional relevant information. The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:

1.0 TITLE PAGE:

1.1 The title page should include the title and number of the RFP, name and address of the Proposer(s), and the date of the Proposal.

2.0 OFFER & SUBMITTAL FORM (EXHIBIT I):

2.1 PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

3.0 LETTER OF TRANSMITTAL:

3.1 A letter of transmittal shall include the following:

3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Proposer.

3.1.2 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.

3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

4.1 Provide a brief statement describing the Proposer's background information, history, resources and/or track record. Please limit to three (3) pages.

4.2 Provide an organizational chart of proposed team or staff for this project.

4.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.

4.4 Provide copies of key personnel certifications and/or licenses.

5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:

5.1 Provide a detailed description and methodology of the proposed plan for the RFP requirements, which should include, but not be limited to the following:

5.1.1 A brief statement of the Proposer understanding of the work to be done; and

5.1.2 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

6.0 PROPOSED EQUIPMENT: (If Applicable)

6.1 Provide complete equipment description, design, functions, and technical specifications that are being proposed for usage.

7.0 FINANCIAL STATEMENTS:

7.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

8.0 REQUIRED EXHIBITS:

8.1 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)

8.2 List of References and List of Proposed Subcontractors (Exhibit III)

8.3 Fair Campaign Ordinance Form "A" (Exhibit IV)

8.4 Affidavit of Ownership or Control (Exhibit V)

8.5 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VI)

8.6 Anti-Collusion Statement (Exhibit VII)

8.7 Conflict of Interest Questionnaire (Exhibit VIII)

8.8 City Contractors' Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement (Exhibit IX)

8.9 Hire Houston First Affidavit (Download Copy at http://purchasing.houstontx.gov/index.shtml and submit to MOBO via e-mail to HHF-MOBO@houstontx.gov or fax to 832.393.0952) or submit copy with proposal.

8.10 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals

EVALUATION AND SELECTION PROCESS
SOLICITATION NO. S66-T25102

1.0 EVALUATION SUMMARY:

1.1 An evaluation committee will develop a short list of Proposer(s) based upon the initial review of each Proposal received. The short listed Proposer(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Proposer(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Proposer(s) to create, modify and implement the required application modules. The Proposer(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Proposer(s) fails to satisfy the City or the Proposer(s) is deemed unqualified to provide the services contemplated. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1 Responsiveness: Conformance to RFP requirements necessary to perform evaluation.

2.1.2 Technical Competence

2.1.2.1 Qualifications and expertise of the firm as evidenced by other projects of similar scope and magnitude described in this RFP.

2.1.2.2 Qualifications and expertise of the key personnel proposed as evidenced by prior relevant experience in similar roles.

2.1.2.3 Quality of proposed strategy and operational plan.

2.1.2.4 Financial Strength of Proposer

2.1.2.5 M/WBE Participation

2.1.3 Reasonableness of Price Proposal

* Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).

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INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE
SOLICITATION NO.: S66-T25102

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.

B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.

C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:

1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

==========C A N C E L L A T I O N==========

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT), ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND~~

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

==========

AUTHORIZED REPRESENTATIVE OF INSURER _John Doe_____

==========

- O R -

2. By Attaching Endorsements in the form attached.

D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than $500,000 per occurrence.

Revised - 03/09/95

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.

2. Name and Address of Producer writing coverage.

3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.

4. Name and address of Insured (as shown on policy)

5. Letter in the column must reference the insurer of the policy being described

6. Must be a policy number; no binders will be accepted

7. Date policy became effective

8. Expiration date must be at least **30** days from date of delivery of certificate

9. Name and file number of project

10. Name of project manager

11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)

12. All required endorsements must accompany the certificate

SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD ($50K OR MORE)

SOLICITATION NO.: S66-T25102

Form Number: HOU1
Edition Date: 10/12/2012

CERTIFICATE OF INSURANCE FOR SERVICES

This certificate of insurance is provided for informational purposes only. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the referenced policies control over the terms of this certificate.

Prior to the beginning of work, the vendor shall obtain the minimum insurance and endorsements specified. Agents must complete the form providing all requested information and submit by fax, U.S. mail or e-mail as requested by The City of Houston. The endorsements listed below are required as attachments to this certificate; copies of the endorsements are also acceptable. PLEASE ATTACH ALL ENDORSEMENTS TO THIS FORM, AND INCLUDE THE MATCHING POLICY NUMBER ON THE ENDORSEMENT. Only City of Houston certificates of insurance are acceptable; commercial carriers' certificates are not.

Producer: _____

Street/Mailing Address: _____

City: _____ State: _____ Zip Code: _____ Phone#: _____

Insured: _____

Street/Mailing Address: _____

City: _____ State: _____ Zip Code: _____ Phone#: _____

WORKERS COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of *The City of Houston*

Waiver of Subrogation Endorsement #: _____

Carrier Name: NAIC#:			Carrier Phone Number:	
Address:		City:	State:	Zip:
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Workers Compensation Insurance _____ Employers' Liability				☐ W.C. Statutory Limits E.L. Each Accident $_____ E.L. Disease – Each Employee $ E.L. Disease – Policy Limit $

COMMERCIAL GENERAL LIABILITY INSURANCE:

Endorsed with *The City of Houston* as Additional Insured and with a Waiver of Subrogation in favor of *The City of Houston*.

Additional Insured Endorsement #: _____ **Waiver of Subrogation Endorsement #:** _____

Carrier Name: NAIC#:			Carrier Phone Number:	
Address:		City:	State:	Zip:
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Commercial General Liability Insurance ___ Claims Made ___ Occurrence				Each Occurrence: $_____ Products/Completed Operations Aggregate $_____ General Aggregate $

SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD ($50K OR MORE)

SOLICITATION NO.: S66-T25102

Form Number: HOU1
Edition Date: 10/12/2012

AUTOMOBILE LIABILITY INSURANCE:

Endorsed with *The City of Houston* as Additional Insured and with a Waiver of Subrogation in favor of *The City of Houston*.

Additional Insured Endorsement #: _____ **Waiver of Subrogation Endorsement #:** _____

Carrier Name: NAIC#:			Carrier Phone Number:	
Address:		City:	State:	Zip:
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
□ Any auto □ All Owned autos □ Hired Autos □ Scheduled Autos □ Non-owned Autos				Combined Single Limit $_____ Bodily Injury (per person) $_____ Bodily Injury (per accident) $_____ Property Damage (per accident) $_____

OTHER INSURANCE COVERAGE: (i.e. Excess Insurance, or other; attach additional pages as needed)

Carrier Name: NAIC#:			Carrier Phone Number:	
Address:		City:	State:	Zip:
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Excess Liability Pollution Builder's Risk Other_____				$_____ $_____ $_____ $_____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AGENT CERTIFICATION

THIS IS TO CERTIFY TO THE CITY OF HOUSTON that the insurance policies above are in full force and effect.

Name of Insurance Company:	Name of Authorized Agent:
Company Address:	Agent's Address:
City: State: Zip:	City: State: Zip:
Authorized Agent's Phone Number (including Area Code)	Original Signature of Authorized Agent X
	Date

SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD ($50K OR MORE)

SOLICITATION NO.: S66-T25102

ISO | Commercial Auto Forms | 06/01/04

POLICY NUMBER:

COMMERCIAL AUTO

CA 04 03 06 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name and Address of Additional Insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Who Is An Insured (Section II) is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

B. The additional insured named in the Schedule or Declarations is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.

C. You are authorized to act for the additional insured named in the Schedule or Declarations in all matters pertaining to this insurance.

D. We will mail the additional insured named in the Schedule or Declarations notice of any cancellation of this policy. If we cancel, we will give 10 days notice to the additional insured.

E. The additional insured named in the Schedule or Declarations will retain any right of recovery as a claimant under this policy.

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SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD ($50K OR MORE)

SOLICITATION NO.: S66-T25102

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD ($50K OR MORE)

SOLICITATION NO.: S66-T25102

ENDORSEMENT

This endorsement, effective 12:01 AM

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

A. **Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."

B. The insurance provided to the above described A additional insured under this endorsement is limited as follows:

1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
   - **i.** The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifi- cations; and
   - **ii.** Supervisory, inspection, architectural, or engineering activities.
5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.

C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD ($50K OR MORE)

SOLICITATION NO.: S66-T25102

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Additional Insured Endorsement - Products-Completed Operations and Primary Non-Contributing

This policy is amended as follows:

Section VII. DEFINITIONS, Paragraph M. is amended to include the following additional provision:

Insured means:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional insured on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance.** Such person or organization is an additional insured only with respect to liability:

1. arising out of **Your Work** at the location designated; or

2. included within the **Products-Completed Operations Hazard.**

This provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD ($50K OR MORE)

SOLICITATION NO.: S66-T25102

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD ($50K OR MORE)

SOLICITATION NO.: S66-T25102

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD ($50K OR MORE)

SOLICITATION NO.: S66-T25102

ISO | Commercial General Liability Forms | 01/01/96

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section **II**) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

CG 20 11 01 96

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SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD ($50K OR MORE)

SOLICITATION NO.: S66-T25102

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 15 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   b. Any express warranty unauthorized by you;

   c. Any physical or chemical change in the product made intentionally by the vendor;

   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

   h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

      (1) The exceptions contained in Sub-paragraphs d. or f.; or

      (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD ($50K OR MORE)

SOLICITATION NO.: S66-T25102

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

SAMPLE ISO FORM

SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD ($50K OR MORE)

SOLICITATION NO.: S66-T25102

ISO | Commercial General Liability Forms | 05/01/09

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD ($50K OR MORE)

SOLICITATION NO.: S66-T25102

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number:
Effective Date:
Named Insured and Address:

Endorsement Number:
Effective hour is the same as stated on the Information Page of the policy.

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

SCHEDULE

1. ( ) Special Waiver
   Name of person or organization

2. ( ) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

3. Premium:
   The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Countersigned by _____
Authorized Representative

SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD ($50K OR MORE)

SOLICITATION NO.: S66-T25102

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 42 03 04 A**

(Ed. 1-00)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   ( ) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   ALL TEXAS OPERATIONS

3. Premium:
   The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Endorsement No.
Insured Premium $

SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD ($50K OR MORE)

SOLICITATION NO.: S66-T25102

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Schedule

Name of Person or Organization: Where required by written contract.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Condition **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following provision:

We waive any right of recovery we may have against the person or organization shown in the **Schedule** above because of payments we make for injury or damage arising out of your ongoing operations done under a contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.