



Memorandum from Purchasing Department

Letter of Instruction for RFP #251-23-54

To: Prospective Parties

Thank you for your interest in the Wake County Public School System. Please review the following instructions prior to submitting your proposal.

- All submittals must be organized and indexed according to the section number and required subject matter. The information contained in your submittal should be indexed and easily accessed by WCPSS. WCPSS is not required to seek clarification on any proposal that does not meet these minimum requirements.
- Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request For Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- WCPSS will adhere to strict deadlines as indicated in the solicitation document and thus will not make exceptions to these dates and times.
- Please read carefully the section titled **CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS**. All questions should be directed to Petra Gooding at bids-pgooding@wcpss.net
- Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.
- In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.
- **Vendors shall submit two (2) signed originals, five (5) paper copies, and one (1) digital copy on a flash drive in the same sealed envelope.**
- Services may be subject to the use of Federal Funds therefore all local, state, and federal terms must be reviewed and acknowledged on the attached documents.



1551 Rock Quarry Rd – Bldg. F
Raleigh, NC 27610

Refer ALL Inquiries to: Petra Gooding
Telephone No: 919-588-3456

E-Mail: bids-pgooding@wcpss.net

Request for Proposal # 251-23-54

Due Date: Monday, May 2, 2022, at 2:00 pm ET

**WORKER(S) COMPENSATION THIRD PARTY
ADMINISTRATOR**

Term Contract for Risk Management

Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM

NOTICE TO VENDORS

Sealed Proposals, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Road, Bldg. F, Raleigh, NC) until **2:00 p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions. Proposals submitted via email in response to this Invitation for Proposals will not be acceptable. Proposals are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

Failure to execute/sign this proposal prior to submittal may render the bid invalid. Original signature required. Digital signatures are unacceptable. Late proposals are not acceptable and will result in bid disqualification.

| | | | |
|---|-------|-----------------------------------|----------------------------|
| VENDOR: | | FEDERAL ID OR SOCIAL SECURITY NO. | |
| STREET ADDRESS: | | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: | | TELEPHONE NUMBER: | TOLL FREE TEL. NO (800) |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE | | | |
| TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: | | FAX NUMBER: | |
| AUTHORIZED SIGNATURE: | DATE: | E-MAIL: | |

Offer valid for 60 days from date of proposal opening unless otherwise stated here: ____ days Prompt Payment
Discount: ____ % ____ days.

MAILING INSTRUCTIONS

Mail only one fully executed proposal per package (with copies) per envelope. **Address envelope and include proposal number as shown below.** It is the responsibility of the Vendor to have the proposal in this office by the specified time and date of opening.

Bidders or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements, and specifications of this RFP before submitting bids. Failure to do so will be at the bidder's own risk. The law makes no allowance for errors or omission or commission on the part of the bidders; furthermore, the bidder cannot secure relief on the plea of error or ignorance concerning any requirement included in the IFB.

Vendors who do not wish to respond to this RFP but want to remain on our list for future opportunities in this product category shall complete, sign, and return the signature sheet entitled "**Bid Certification**" with "**NO BID**" indicated on the face of the form. Failure to adhere to this procedure may result in removal of the bidder's name from our bidder list.

Bidder presence is not required at the bid opening, and no weight or other consideration toward any award decision will be given to any bidder's attendance or absence at the bid opening. Recaps of the details of the bids received will be available to any interested party upon WRITTEN request. The form and content of the bid recaps will be at the sole discretion of WCPSS. They may be in electronic form.

DELIVER TO: PETRA GOODING

PROPOSAL NO. RFP: 251-23-54

Wake County Public School System

Purchasing Department

1551 Rock Quarry Road – Bldg. F

Raleigh NC 27610-4145

RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. WCPSS will make every effort to adhere to this schedule.

| Event | Responsibility | Date and Time |
|--------------------------------|-----------------------|-----------------------|
| Issue RFP | WCPSS | 4-12-22 |
| Submit Written Questions | Vendor | 4-18-22 by 3:00 pm ET |
| Provide Responses to Questions | WCPSS | 4-21-22 by EOB |
| Submit Proposals | Vendor | 5-2-22 by 2:00 pm ET |

Vendor Questions

Upon review of the RFP, Vendors may have questions to clarify or interpret the RFP in order to submit the best BID possible. To accommodate the Bid Question process, vendors shall submit any such questions by the above due date.

Written questions shall be emailed to bids-pgooding@wcpss.net by the date and time specified above. Vendors should enter "**RFP #251-23-54 Questions**" as the subject for the email.

Responses to all vendor questions received prior to the date shown above will be posted as an addendum to the Interactive Purchasing System (IPS) website, the WCPSS bid website, and emailed directly back to the vendors.

PROPOSAL EVALUATION

All proposals will be evaluated by representatives of WCPSS. WCPSS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals. The services that are the subject of this RFQ/P are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFQ/P. This document, and not those statutes, will govern the selection process.

WCPSS shall not be required to award the contract to the lowest proposed compensation; nor shall WCPSS have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, WCPSS may, at its sole discretion, reject the proposals and repeat the process, enter into direct contract negotiations with one or more vendors (possibly including vendors who have not previously submitted proposals) or take any other action WCPSS deems advisable under all the circumstances. The contract shall be awarded for a three-year term, with two additional one-year options to renew.

WCPSS is expected to make any final selection(s) based upon any factors or considerations WCPSS deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. WCPSS retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of WCPSS and may consider any factors, documents, or information it deems relevant in making that determination. WCPSS shall not have any obligation to explain its decision to select or not select any individual vendors or to invite or exclude any individual vendors from consideration at any stage of the process. The decision of WCPSS to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review.

Vendors are subject to *immediate disqualification* at any stage of the selection process for any of the following:

- The submission of false or misleading information in the vendor's proposal.
- Any efforts to dissuade or discourage other vendors from submitting proposals.
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

I. GENERAL INFORMATION

A. Introduction

Specifications contained in this Request for Proposal (RFP) are provided for the purpose of selecting a third-party administrator (TPA) to administer one hundred percent workers' compensation claims for the Wake County Board of Education (WCBOE). Wake County Public School System (WCPSS) will be served under this contract.

The term of this contract shall be for a three-year period beginning **July 1, 2022, through June 30, 2025, with up to two optional one-year contract extension periods**, unless otherwise terminated as provided within the Terms and Conditions of the executed contract. Bids will be accepted under administrative services for life of the contract. All services provided under this contract will be provided until the claim is closed or until the claim is moved to another Vendor at the direction of the WCPSS.

B. Wake County Board of Education

NC law requires the WCBOE to make the necessary arrangements to provide workers' compensation benefits to all school employees paid from local school funds. Workers' compensation benefits afforded to school employees are paid through the Employers' Workers' Compensation Insurance Fund (EWCIF).

C. Workers' Compensation Self-Insured Fund

The WC Fund is retained in the Financial Services Division of WCPSS and will be the source of funds from which the Vendor will draw claim payments. Expenses are paid on a fiscal year basis with no aggregate recognition of total open liabilities. However, the Vendor will be required to establish adequate reserves for each workers' compensation claim.

D. Wake County Public School System

WCPSS is responsible for managing the Employers' Workers' Compensation Insurance Fund (EWCIF).

E. Locations Served within WCPSS

Wake County has 194 public schools and 3 administrative/central service locations throughout the county. WCPSS employ approximately 18,800 full-time employees. This includes administrators, teachers, professionals, clerical, bus drivers, maintenance, cafeteria workers, skilled and unskilled laborers. WCPSS receive most of local or special funding through our county commissioners. The State provides funding for employees paid out of state school funds through the Department of Public Instruction (DPI). NC law requires each LEA to provide workers' compensation benefits to school employees, including workers' compensation benefits for cafeteria workers, whose salaries or wages are paid from local or special funds. Workers' Compensation benefits for employees paid by local/special funds are covered under the WCPSS's Locally Funded Provider. Workers' Compensation benefits for employees paid from both local/special **and** State funds are considered "split-funded," and benefits are provided under the EWCIF for DPI WC Fund in

proportion to the payments required from the respective State and local funds.

F. WCPSS as Locally Funded Providers

Locally Funded Providers (LFP) includes workers' compensation benefits covered through our own self-insured program.

G. "Split- Funded"

Due to the "split-funded" statutory provision, the selected Offeror must service the account with special consideration. On the First Report of Injury, the Vendor must modify their electronic form to allow an entry from the WCPSS to enter the percentage of split funding. All split- funded claims will require a percentage of benefits to be paid from the DPI WC Fund WCPSS. It is the WCPSS's responsibility as LFP to enter the percentage of "split-funding," on the First Report of Injury form. The DPI Vendor must work directly with WCPSS to collect the split-funded payments due from local/special funds. The WCPSS must deposit the split portion of local/special funds into the DPI WC Fund, prior to any payments to injured workers, medical providers or other service providers.

H. Summary of Claims History (100% Local Funded)

See ATTACHMENT B: Comparison FY14-15 through FY7/21-3/22 Type of Claims, Amount of Reserves, Number of Claims, Gross Paid Amount

See ATTACHMENT C: Comparison of Open and Reopen Claims FY14-15 thru FY 7/21-3/22

I. Program Organization

1) Contract Oversight and Program Management

WCPSS is responsible for administration of the Vendor contract and management of the WCBOE Fund. The selected Vendor will work directly with the Human Resource-Employee Relations, Workers' Compensation Director and Financial Services, Risk Management Senior Director who will direct services provided and the program administration.

2) WCPSS Contacts

WCPSS administers their workers' compensation policy and procedures. They employ Workers' Compensation Director, Workers' Compensation Claim Specialist (WCS) and Return to Work Coordinator (RTWC), designated to report and coordinate workers' compensation claims for all employees. WCPSS require work-related injuries to be reported by the employee or respective supervisor to the WCS.

The WCS and RTWC will work directly with the Vendor to:

- a) Electronically file the Employee Notice of Injury or Illness Form 18

- b) Electronically file the First Report of Injury Form 19
- c) Provide Vendor all pertinent information related to each claim
- d) Coordinate accident investigation efforts
- e) Establish and Implement Return-To-Work programs
- f) Provide Vendor information related to injured employee's benefits
- g) Complete required Industrial Commission Workers' Compensation forms
- h) Provide workers' compensation benefits to local or special funded employees through a commercial insurance provider or established a self- insured fund (not part of the State self-insured WC Fund).

3) Information Management

The selected Vendor must have an electronic information system. WCPSS must have access to the system for electronic filing of workers' compensation claims and completion of State and Federal OSHA Reporting requirements including 300-300A-301. DPI will have electronic access/control of all workers' compensation data related to split-funded position claims.

4) Transfer of Data

The selected Vendor will receive all locally funded workers' compensation data, including claims data and medical bill data, via electronic transfers from the current Vendor (if new vendor selected).

All information pertaining to claims administered under the awarded contract will be returned to the WCPSS or selected Vendor in the form designated by the WCPSS Contract Administrator if requested. This shall include hard copy files, in addition to automated data and/or electronic data transfer. The information must be returned to the WCPSS or its designee within one week of the end of the contract if requested by the WCPSS. This transition must begin at least sixty (60) days prior to the contract ending date. Transfer of data shall be at no additional cost to the WCPSS.

J. The Procurement Process

- 1) Each offer must submit two (2) written original proposals, five (5) copies and a digital copy on flash drive. Each original must be signed and dated by an official authorized to bind the firm. The proposal should not exceed 40 pages.
- 2) All proposals must be filed with the issuing agency no later than the date and time specified on the cover sheet of this RFP.
- 3) A team of evaluators will be selected by WCPSS to review all proposals. At their option, the evaluation team may request that Offerors provide clarification of the materials presented in any part of the proposal. Offerors are cautioned that the evaluators are not required to request clarification. Therefore, all proposals must be complete and reflect the most favorable terms available from the Offeror.
- 4) Upon completion of the evaluation, those Offerors with the top two or three total scores depending on number of bidders will be invited to WCPSS for an oral presentation. In addition, these Offerors will be expected to provide a software

system demonstration at this meeting. **(See Section V. EVALUATION CRITERIA, paragraph J.**

- 5) Proposals/Presentations will be evaluated according to completeness, content, experience with similar projects, ability of Offeror, staffing, and cost. The award of the contract to one Offeror does not mean that the other proposals lacked merit, but that, the selected proposal was deemed to provide the most added value to WCPSS.
- 6) Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.
- 7) Any firm which participates in the pre-proposal questions conference call but decides to withdraw from making an offer is requested to send a written "Decline to Offer" notice to the issuing LEA's office. Failure to respond as requested may subject the firm to removal from consideration on future request for proposal purchasing opportunities.
- 8) In submitting its proposal, the Offeror agrees not to use the results there from as a part of any news release or commercial advertising.
- 9) The Offeror shall comply with all applicable federal, state, and local laws and regulations concerning Equal Employment Opportunity, Affirmative Action, and Employment of the Disabled.
- 10) The awarded contract shall contain certain conditions relative to data under the following:
 - *Right to Data:* As to all original books, manuals, films, or any other patentable or copyrightable material developed with contract funds, the WCPSS has a non-exclusive, irrevocable, royalty-free license to reproduce, translate, or otherwise use and to authorize other governmental agencies to publish and use such material.
 - *Care of Data:* The vendor shall take all steps necessary to safeguard any data, files, reports, or other information from loss or destruction. Liability for any costs or expense of replacing or damages resulting from the loss of such data shall be borne by the vendor unless at the time of loss said data was in the exclusive custody of the WCPSS.
 - *Confidentiality:* Any information, data, instruments, documents, studies, or reports given to, prepared, or assembled by the vendor under this agreement shall be kept confidential by the VENDOR and shall not be divulged or made available to any individual or organization without prior written approval of the WCPSS.
 - *Access:* The WCPSS shall have access in a timely manner to all materials, data, information, criteria, etc., in whatever form, prepared by the Vendor under this contract or otherwise pertaining to this contract at no additional cost.
- 11) All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's

response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

The Offeror agrees that it shall not use, or sell, or make available to any third party, the name(s) of eligible participants under this plan for any purpose.

The awarded Vendor shall be required to comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, or to the performance of this contract, including those of federal, State, and local agencies having jurisdiction and/or authority. All procedures and practices must be in compliance with the Workers' Compensations laws and rules of the North Carolina Industrial Commission.

The awarded Vendor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees.

II. STATEMENT OF WORK REQUIREMENTS

Each vendor must provide answers to the Statement of Work Requirements. Vendors are welcome to submit additional comments and ideas that would facilitate attainment of WCPSS's expectations. Proposals must specifically describe the components of service addressed in each of the following sections. Each proposal shall be submitted in a form which, at the option of the Wake County Public School System, may be incorporated verbatim into a contract. **Proposals should be organized in the order in which the Statement of Work Requirements are presented in the RFP. All proposals should contain a Table of Contents which cross-references the RFP requirements. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.**

A. GENERAL INFORMATION

1. State the history of your organization.
2. State your philosophy or mission statement.
3. State how you are organized to service your clients.
4. State the location of your claim office(s) that will service the WCPSS account.
5. State your turnover rate for the last three years in account executives and adjusters.
6. Provide your most recent financial statement.
7. Provide a list of current contracts and include other K-12 public schools you serve.

8. Provide 3 references of current clients with names, company affiliation, and phone numbers that we can contact.

B. STAFF- EXPERIENCE/CASELOADS

1. Describe your staffing model, including the ratio of adjusters to supervisors and support staff.
2. Describe the average caseload of staff and how assignments are made.
3. Describe the role of your supervisors in a workers' compensation case? Describe the work product your supervisors require from adjusters.
4. Describe the tools available to manage adjuster's caseload.
5. Describe how adjusters are trained and apprised of WC statutes, recent case law, rules, and regulations.

C. COMMUNICATION

1. Describe how verbal & written communication is handled with your client.
2. Describe how you keep your clients informed of the status of claims and provide samples of claim status reports.
3. Describe your commitment and process to the 3-point contact.
4. Provide samples of current letters utilized to communicate with adjusters or claimants regarding status of the claim or determination of liability.
5. Do you provide a toll-free phone number for clients?

D. CLAIM HANDLING PROCEDURES

1. Describe your claim intake process. Describe how you verify loss information for accuracy.
2. Describe any Nurse Triage procedures and processes in place (if any)
3. Describe your claims investigation process for lost time claims.
4. Describe how you identify and investigate claims involving potential fraud.
5. Describe your subrogation process.
6. Describe how often reserves are reviewed by the adjuster. By the supervisor?
7. Describe your method for establishing reserves.

8. Describe how a claimant's medical status is monitored? Describe how medical treatment is determined.
9. Describe your process to facilitate return to light duty or full duty work. Within this process, describe your interaction with employer, claimant, physician, and attorney.
10. Describe your file review process.

E. ADMINISTRATIVE SERVICES

1. Define and fully describe all of your Managed Care Services. Please include:
 - Medical Bill Review
 - PPO Network (Geographic locations, number, and type of providers)
 - Pharmacy Network (Geographic locations, number, and type of providers)
 - Other Ancillary Networks
2. Define and fully describe all of your Case Management Service. Please include:
 - Triaging and/or Early Intervention
 - Medical Case Management (Geographic locations)
 - Vocational Case Management (Geographic locations)
 - Utilization Management
 - Medicare Set-Asides
3. Identify any administrative services you subcontract and identify subcontractor(s).

F. INFORMATION SERVICES

1. Describe your claims management information system. Please define what information will be electronically available to the WCPSS.
2. Describe your systems ability to transfer data electronically to/from WCPSS. Fully describe your software system and include information on system capabilities including accuracy, speed, and formatting.
3. Describe how Notice of Accident To Employer and Claim of Employee, Representative, or Dependent -Form 18 and First Report of Injury Form 19 is electronically transferred.
4. Describe system capabilities for claims history, open claims, adjuster notes, bill review, return-to-work, payment history.
5. Describe your cross-reference checks for multiple claims of any employee.
6. Describe the process used by your clients to access your claims system.
7. Vendor will outline a proposal for training WCPSS regarding electronic filing of claims, users training and overview of software capabilities.
8. Describe any system or reporting capabilities that will facilitate WCPSS in the claims

settlement and or case review processes.

9. Describe all available reports within your system. Provide sample copies of reports.
10. Describe your disaster recovery plan.
11. Provide your most recent SAS 70 Audit.
12. Provide a copy of your Sarbanes Oxley Control Audit, if one is available.

G. SPECIAL CONSIDERATIONS

- 1) Adjusters assigned to the account will have working knowledge of NC General Statute Chapter 97, Workers' Compensation Act, and applicable case law.
- 2) Adjusters will have working knowledge of NC G.S. 115C-338 Salaries for employees injured during an episode of violence
- 3) Adjusters will have working knowledge of all necessary forms required by the NC Industrial Commission (NCIC).
- 4) Adjusters will have working knowledge of statutory obligations as required under NC statute and by the NCIC.
- 5) Adjusters will work directly with WCPSS and our Workers' Compensation Attorney (Del Flammia or Matt Flammia with, Teague, Campbell, and Dennis, Gorman).
- 6) Adjusters must have understanding of State Workers' Compensation benefits.
- 7) WCPSS has full discretion to choose case management services outside of services offered by the Vendor. The Vendor will agree to work with selected services as directed.
- 8) A Project Director/Supervisor will be assigned to the account and serve as the primary contact.
- 9) The Vendor will provide a dedicated claim staff. The WCPSS will have an adjuster assigned to them as the main contact. Adjusters assigned must have at least three years of documented working experience as an adjuster in the area of workers' compensation.
- 10) Adjusters must have a working knowledge of NCIC Rehabilitation Rules.
- 11) The adjuster will notify the WCPSS immediately upon learning that the employee is able to Return to Work (RTW). The adjuster will aid WCPSS in the RTW process. The Vendor is required to report WCPSS's employee non-compliance of RTW to Human Resource-Employee Relations, Workers' Compensation Director.

H. FISCAL SERVICES

- 1) Check Processing and Payment of Workers' Compensation Claims

- a) The process for payment of claims will be on a weekly basis. See **ATTACHMENT D** for Procedure for Check Processing and Payment of Workers' Compensation Claims.
- b) Vendor is not required to collect split-funding payments from WCPSS. **The Vendor will not request DPI to release a split-funded check. The WCPSS, Accounting Department will deposit the WCPSS's local split-funded payment into the DPI account. Penalties levied on DPI and WCPSS by NCIC due to late payment of claims will be the responsibility of the Vendor on all 100% locally funded payments.**
- c) WCPSS shall reimburse the Vendor from the EWCI Fund for its administrative charges as agreed upon and based on a quarterly invoice for services.

2) Fiscal Management of Claims

- a) Make payments to all medical providers and employees within time constraints required by the Workers' Compensation Act.
- b) The Vendor will have an effective fiscal control system for accountability of claim payments. The system shall include tracking for all payments made from the EWCI Fund. System capabilities must include full reconciliation of accounting for every transaction.
- c) The Vendor is required to establish and maintain adequate internal controls to ensure that:
 - 1. All claim files are accurately established, maintained, and updated.
 - 2. Supporting documentation for cash disbursements and receipts are accurately and securely maintained.
 - 3. Confidentiality and security of claimant's claims and personal information.
- d) The Vendor shall aggressively pursue subrogation, where applicable. Remittance of these funds shall be directly to the WCPSS, to be credited according to the Accounting Department.

3) Litigation Management

- a) The Vendor is required to prepare litigated files for submission to the WCPSS Workers' Compensation Attorney's Office. This includes drafting a complete NCIC Form 33 or 33R. Files prepared for the Workers' Compensation Attorney's office should minimally contain copies of all NCIC forms, medical records (separated by provider and in chronological order), attorney or employee correspondence, employee information, employee and witness statements, clincher worksheet, and a chronological log of claim history. This information should be provided to the Workers' Compensation Attorney's office within 10 days of receipt of a Form 33 and within 3 days of receipt of a motion, and within 5 days of receipt of interrogatories.
- b) Adjusters will be required to attend mediations and hearings, as required by the WCPSS Workers' Compensation Attorney. Assist the Workers' Compensation Attorney in preparing for mediations and hearings by obtaining settlement authority, witness information and/or supporting documentation.

- c) Individual claims payments in excess of \$10,000 must be approved by Senior Director, Risk & Safety Management Department and Wake County Board of Education. The Vendor will work directly with Workers' Compensation Director.
- d) Have knowledge of process for obtaining a Medicare Set Aside, as well as providing all required Medicare/CMS filings
- e) Adjusters will participate in the settlement process and inform the Workers' Compensation Attorney and Workers' Compensation Director in a timely manner of a settlement agreement. Adjuster will provide all necessary documents to the Workers' Compensation Attorney for preparation of the clincher settlement agreement.

4) Claims Review Meetings

The Vendor is required to meet with WCPSS's WC Administrative Team on a quarterly or bi-annual basis to discuss and report claim activities. The Vendor will be prepared to discuss litigated claims in excess of \$25,000 or other predetermined amount; complex cases; return-to-work issues; case management; claim expenditures; bill review savings; claim closures; caseload review; frequency/severity claim activities; WCPSS issues; software updates; and all relevant issues related to claim activities.

III. PAYMENT OF ADMINISTRATIVE FEES

A. Method of Reimbursement to Vendor-

The Vendor must offer a bid on a fee per claim basis by claim type. WCPSS will make Quarterly payments based on the new claims opened and new claim conversions. Transferred Claim Cost for the 3-year life of contract, will be payable in three annual installments (if any). Wake County Public School System, Risk & Safety Management Department will be invoiced by the selected Vendor. Documentation to be provided by the Vendor on a quarterly basis of the claims count will include, at a minimum, for the WCPSS: 1) employee name; 2) claim number; 3) date of accident; 4) date claim was opened; 5) claim type; 6) if conversion, provide previous claim type, new claim type and date of claim conversion.

IV. PROPOSAL CONTENTS

Offerors are required to submit a sealed proposal, which will be labeled bearing the RFP #, the name of the firm, and the closing date for proposals on the outside of the package. The proposal's **Execution of Proposal** page must be signed and dated by an appropriate official with the authority to bind the firm. **The Proposal must be submitted with two (2) signed originals, five (5) copies and digital copy on flash drive in a sealed package.**

A. Technical Proposal

1) Executive Summary

The Executive Summary will consist of the proposal cover letter highlighting the contents of the proposal and bearing the authorized representative's signature.

2) Technical Approach

The proposal will include as a minimum the following information:

- a) Answers to the questions and specific service, system and operational issues presented throughout this RFP. Offeror will provide a detailed description of the procedure to be implemented in their administration of services to be provided.
- b) A project management plan including schedules, tasks, and responsibilities.
- c) Samples of forms that have been developed for this program and/or similar programs.

B. Cost Proposal

Vendors must submit ATTACHMENT E, Cost Proposal Form (See separate attachment), as part of this request for proposal in separate envelope. This form must be completed, signed, dated, and returned as part of the offeror's proposal as described in section IV A.2 above.

V. EVALUATION CRITERIA

All qualified proposals will be evaluated, and award made to that firm whose combination of financial and technical factors is deemed to be in the best interest of the WCPSS. Responses to the RFP will be evaluated on a weighted average. Evaluations will be scored based on the assigned points within the Statement of Work Requirements and Cost Proposal. There is a total of 150 assigned points, as shown below.

- A. General Information – 5 points
 - Corporate Background
 - Organization to Serve Clients
 - Location of Claim Office(s)
 - Financial Information
 - References
- B. Staff- Experience/Caseloads – 10 points
 - Proposed Staffing/Staffing Model
 - Adjuster Caseload/Assignments
 - Supervisor's Role
 - Tools to Manage Caseload
 - Adjuster Training
- C. Communication – 10 points
 - General Communication with Client
 - Communication on Claim Status
 - Claim Status Reports
 - 3-Point Contact
 - Sample Letters on Claim Status
- D. Claim Handling Procedures – 15 points

- Claims Intake Process (First Report of Injury)
- Triage Process For Claim Intake
- Management of Split-Funded Claims
- Investigation for Lost Time Claims/How Manage
- Investigation of Fraud Claims
- Subrogation Process
- Reserve Review and Reserve Establishing
- Process for File Review

E. Administrative Services – 20 points

- Managed Care Services – Bill Review, PPO Network, Pharmacy Network
- Case Management Services – Triaging and/or Early Intervention, Medical Case Management, Vocational Case Management, Utilization Management, Medical Set Asides

F. Information Services – 20 points

- Claim System & Ability to Transfer Data
- First Report of Injury
- System Capabilities
- Cross Reference of Claims
- Client Claim Access
- Proposed Training
- System Capabilities for Claim Settlements
- Available Reports
- Disaster Recovery
- SAS-70 Audit/Sarbanes Oxley

G. Special Considerations – 10 points

- Understanding of NC Worker's Compensation Act
- Understanding of NC Industrial Commission
- Understanding of Split-Funding Process
- Understanding of State Benefits
- Dedicated Claims Staff
- Understanding of Return-To-Work

H. Fiscal Services – 10 points

- Check Processing & Payment of Claims
- Fiscal Management of Claims
- Litigation Management
- Claims Meetings

I. Cost Proposal– 50 Points

- **See Section IV, B. above.**

J. As described in **Section I, General Information, paragraph J. 4**, those Offerors with the top two or three total scores may be invited to WCPSS for an **oral presentation**. These selected Offerors will also be expected to provide a **software system demonstration** at this meeting. Prior to making an award based on the original scoring, the oral presentation, and the system software demonstration, the agency reserves the right to request that each eligible vendor

submit a **“Best Price and Final Offer”** for their proposal. All top three proposals will then be re-evaluated to include clarifications provided during the oral presentation, the system demonstration, and the **“Best Price and Final Offer”** if requested.

VI. VENDOR QUALIFICATIONS

- Vendors submitting a proposal must be licensed and approved to do business in the State of North Carolina.
- Insurance requirements referenced within as well as any Federal, State, and Local requirements shall be required and maintained.
- Vendors will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry, or the Federal Government debarred vendor registry.
(Federal Government)
<https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>
(State of North Carolina)
<https://ncadmin.nc.gov/documents/nc-debarred-vendors>
- Vendors must list all personnel with their resume anticipated to be involved with the Wake County Public School System’s account.
- Vendors must carry Errors and Omissions Policy in the amount of \$1,000,000 or more, and Cyber Security coverage of at least \$5,000,000.

TERMS & CONDITIONS

AWARD OF CONTRACT: It is the general intent to award this contract to a single vendor, unless otherwise described in the RFP. The right is reserved, however, to make awards to multiple vendors, if such shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest. Vendors should show any required unit prices but are requested also to offer a lump sum price where appropriate.

RFP EVALUATION: Proposals are requested for the services in the RFP. The Wake County Public School System reserves the right to reject any proposal for any reason. Vendor(s) are cautioned that any/all information furnished or not furnished on this proposal may be used as a factor in determining the award of this contract.

DEVIATIONS: Any deviations from specifications and requirements herein must be clearly pointed out by the vendor. Otherwise, it will be considered that the services offered are in strict compliance with these specifications and requirements, and successful vendors will be held responsible, therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by Wake County Public School System that deviations will be acceptable. Vendor is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this RFP.

FIRM PROPOSAL: Prices and any other entry made hereon by the vendor shall be considered firm and not subject to change or withdrawal.

WCPSS Purchasing Department Ethics Policy and Standards of Conduct shall apply to this RFP.

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION: During the proposal process from the date proposals are issued through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any Wake County Board of Education member, any employee of WCPSS, or any other person in any way involved in the award of this contract, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by WCPSS for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision. Notwithstanding the above, the vendor may direct any written concerns, questions, or issues to Debra Wallace at dwallace2@wcpss.net.

TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein. Vendor shall review WCPSS's Purchasing Department Ethics Policy and Standards of Conduct and shall refrain from any actions that would cause an employee to be in violation of the policies.

2. **NOTICE TO VENDORS:** All proposals are subject to the provisions of special terms and conditions specific to this RFP, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a vendor's response. This applies to any language appearing in or attached to the document as part of the vendor's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. **EXECUTION:** Failure to sign under EXECUTION section will render the proposal invalid.

4. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this RFP, the order of precedence shall be (1) special terms and conditions specific to this RFP, (2) specifications, and (3) Instructions to Vendors.

5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the vendor's proposal shall be valid for 45 days from the date of proposal opening. Preference may be given to responses allowing not less than 45 days for consideration and acceptance.

6. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the vendor will be held responsible, therefore. Deviations shall be explained in detail. The vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

7. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the WCPSS representative named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from WCPSS Purchasing Department. The vendor is cautioned that the requirements of this RFP can be altered only by written addendum and that verbal communications from whatever source are of no effect.
8. **ACCEPTANCE AND REJECTION:** WCPSS reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the vendor, to accept any item in the proposal.
9. **AWARD OF CONTRACT:** Qualified proposals will be evaluated and acceptance may be made to the proposal most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the services offered; the general reputation and performance capabilities of the vendors; the substantial conformity with the specifications and other conditions set forth in the RFP; the suitability of the services; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the services in question. WCPSS also reserves the right to reject any and all proposals.
10. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
11. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the vendor does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the vendor. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
12. **AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation.
13. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident vendors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the vendor is directed or managed.
14. **DEFAULT AND PERFORMANCE BOND:** In case of default by the vendor, WCPSS may procure the articles or services from other sources and hold the vendor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require a performance bond or other acceptable alternative guarantees from a successful vendor without expense to WCPSS.
15. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the services prior to their delivery, it shall be the responsibility of the vendor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
16. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
17. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
18. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the state of North Carolina.
19. **INSPECTION AT VENDOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment, plant, or other facilities of a prospective vendor prior to contract award, and during the contract term as necessary for WCPSS determination that such services conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
20. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card, and it shall be accepted by the vendor for payment if the vendor accepts that card (Visa, MasterCard, etc.) from other customers.
21. **PATENT:** The vendor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.
22. **ASSIGNMENT:** No assignment of the vendor's obligations nor the vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the purchasing department and solely as a convenience to the vendor, WCPSS may: a. Forward the vendor's payment check directly to any person or entity designated by the vendor, and b. Include any person or entity designated by the vendor as a joint payee on the vendor's payment check. In no event shall such approval and action obligate WCPSS to anyone other than the vendor and the vendor shall remain responsible for fulfillment of all contract obligations.
23. **INSURANCE:**

a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by state of North Carolina Workers Compensation laws. Employer's Liability - At least

Part A - Bodily Injury Statutory Limits

Part B - By Accident \$500,000 each accident

By Disease \$500,000 policy limit

\$500,000 each employee

b. Public liability and Property Damage Insurance - The Vendor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence:

General Aggregate \$2,000,000

Premises Operations \$1,000,000

Personal & Advertising Injury \$1,000,000

Cybersecurity \$5,000,000

c. Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.

d. Certificates of Insurance acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability.

The successful vendor agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the vendor's employees or agents.

24. GENERAL INDEMNITY: The vendor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the vendor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the vendor. The vendor represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the project. This section shall survive the termination or expiration of this contract.

25. LUNS福德 ACT/CRIMINAL BACKGROUND CHECKS: The Vendor shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum check of the state Sex Offender and Public Protection Registration Program, the state Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Vendor's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Vendor shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Vendor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Vendor agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Vendor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Vendor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Vendor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the school system upon request. Vendor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time at the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Vendor's expense. If the school system exercises this right to conduct additional criminal records checks, Vendor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Vendor further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to

prohibit any contractual personnel of Vendor from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

26. ACCESS TO PERSONS AND RECORDS: WCPSS and its internal auditors shall have access to persons and records as a result of this contract. Vendor shall provide reasonable access to all documents, invoices, pay records and other materials involved in this contract.

27. COMPLIANCE WITH E-VERIFY: Vendor shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Vendor shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Vendor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Vendor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.

28. COMPLIANCE WITH AFFORDABLE CARE ACT: Vendor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

29. RESTRICTED COMPANIES LIST. Vendor represents that as of the date of this Contract, Vendor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Vendor also represents that as of the date of this Contract, Vendor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

30. TERMINATION FOR DEFAULT. At any time, the School System may terminate this Contract immediately and without prior notice if Vendor is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided. The Vendor shall reimburse the School System for any costs and expenses incurred by the School System resulting from the Vendor’s default. In the event of a termination pursuant to this section, the school system reserves its rights to pursue all remedies to which it may be entitled at law or in equity.

31. TERMINATION FOR CONVENIENCE. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days’ notice in writing from the School System to Vendor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Vendor pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Vendor for all services performed and accepted as of the date of termination.

WCPSS PURCHASING DEPARTMENT ETHICS POLICY AND STANDARDS OF CONDUCT

All purchasing department employees conducting business transactions on the behalf of the Wake County Public School System hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, the public and other employees.

Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

Conflict of Interest:

The following acts are deemed by state law and/or the Board of Education to be in conflict with the interests of the Wake County Public School System.

1. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the supplying of any goods, wares, merchandise materials, supplies, services, or equipment to the Wake County Public School System. Approved extended employment shall not be a violation of this.
2. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the sale of any goods, wares, merchandise, materials, supplies, equipment, or services to students or employees of this school system at school, on school premises, or any Wake County Public School System facility.
3. An employee shall not act as an agent for any manufacturer, merchant, dealer, publisher, or author seeking to sell any goods, wares, merchandise, materials, supplies, services, or equipment to the Wake County Public School System.
4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations.

6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

Nepotism:

No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Chief Business Officer. In addition, no employee shall recommend the employment of or directly supervise or evaluate any immediate family member without disclosure to and approval of the Assistant Superintendent of Human Resources. Immediate family includes employee's spouse, parents, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. In addition, for the purpose of this regulation, anyone living in the same household with the employee is considered a member of the immediate family.

Gifts to Employees:

School system employees shall not accept any gifts except token gifts of insubstantial value. School system employees shall not accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for the purpose of influencing or recommending to the school system or any school the use of a seller's goods, wares, merchandise, materials, supplies, services, or equipment. Refer to Policy: 3243/4243

WAKE COUNTY PUBLIC SCHOOL SYSTEM BID PROTEST PROCEDURE

PURPOSE

To ensure fairness and to promote open competition, Wake County Public School System shall be consistent in responding to an offeror's protest over contract awards.

PROCEDURE

Any party which is a prospective bidder, offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bid, Request for Proposal.

Any party which is an actual bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) calendar days of Wake County Public School System's transmitting via fax or email the announcement of intent to award.

The protest must be addressed to the Senior Director of Purchasing, Building F, 1551 Rock Quarry Road, Raleigh, NC 27610 and must include all of the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested.

After careful consideration of all relevant information the Senior Director of Purchasing shall make a written decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

SEXUAL OFFENDER REGISTRY CHECK CERTIFICATION FORM**PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM CONTACT PERSON WITH RESPECT TO THIS AGREEMENT**

Check the appropriate box to indicate the type of check:

☐ Initial☐ Supplemental☐ Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names**Job Title**

| | | |
|-----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |
| 8. | _____ | _____ |
| 9. | _____ | _____ |
| 10. | _____ | _____ |

I attest that the forgoing information is true and accurate to the best of my knowledge.

| | |
|--------------------|-------------------|
| _____ (print name) | _____ (signature) |
|--------------------|-------------------|

| | |
|---------------|--------------|
| _____ (title) | _____ (date) |
|---------------|--------------|

WCPSS CLAIMS 7/1/2013 - 3/31/22

| Type | Number of Claims | Gross Paid | Reserved |
|--------------------|------------------|------------------------|-----------------------|
| | | | |
| 2013 | 729 | \$818,578.13 | \$0.00 |
| IND | 77 | \$739,017.26 | \$0.00 |
| MO | 353 | \$79,560.87 | \$0.00 |
| RO | 299 | \$0.00 | \$0.00 |
| 2014 | 780 | \$2,145,352.46 | \$134,847.08 |
| IND | 111 | \$2,058,916.07 | \$134,847.08 |
| MO | 362 | \$86,436.39 | \$0.00 |
| RO | 307 | \$0.00 | \$0.00 |
| 2015 | 787 | \$1,974,696.23 | \$0.00 |
| IND | 103 | \$1,884,281.06 | \$0.00 |
| MO | 374 | \$90,415.17 | \$0.00 |
| RO | 310 | \$0.00 | \$0.00 |
| 2016 | 274 | \$1,141,306.76 | \$5,820.16 |
| IND | 110 | \$1,082,106.35 | \$5,820.16 |
| MO | 163 | \$59,200.41 | \$0.00 |
| RO | 1 | \$0.00 | \$0.00 |
| 2017 | 157 | \$1,236,475.50 | \$107,785.36 |
| IND | 47 | \$1,171,284.38 | \$107,785.36 |
| MO | 108 | \$65,191.12 | \$0.00 |
| RO | 2 | \$0.00 | \$0.00 |
| 2018 | 208 | \$2,043,281.21 | \$42,080.57 |
| IND | 64 | \$1,962,617.12 | \$42,080.57 |
| MO | 141 | \$80,664.09 | \$0.00 |
| RO | 3 | \$0.00 | \$0.00 |
| 2019 | 214 | \$1,774,588.88 | \$296,577.56 |
| IND | 85 | \$1,676,425.84 | \$296,577.56 |
| MO | 127 | \$98,163.04 | \$0.00 |
| RO | 2 | \$0.00 | \$0.00 |
| 2020 | 153 | \$1,165,807.64 | \$445,375.37 |
| IND | 47 | \$1,101,627.92 | \$445,375.37 |
| MO | 104 | \$64,179.72 | \$0.00 |
| RO | 2 | \$0.00 | \$0.00 |
| 2021 | 33 | \$392,318.59 | \$319,393.84 |
| IND | 13 | \$382,094.32 | \$319,393.84 |
| MO | 20 | \$10,224.27 | \$0.00 |
| 2022 | 59 | \$82,846.50 | \$312,890.53 |
| IND | 18 | \$74,731.74 | \$295,917.50 |
| MO | 41 | \$8,114.76 | \$16,973.03 |
| Grand Total | 3394 | \$12,775,251.90 | \$1,664,770.47 |

WCPSS OPEN AND REOPEN CLAIMS

| Injury Year (FY) | Class Code | Count of Claim Number | Sum of Gross Paid | Sum of Reserved |
|--------------------|------------|--------------------------|-----------------------|-----------------------|
| 2012 | IND | 1 | \$31,241.81 | \$4,050.00 |
| 2014 | IND | 1 | \$463,170.39 | \$134,479.61 |
| 2016 | IND | 1 | \$80,185.93 | \$5,820.16 |
| 2017 | IND | 2 | \$82,138.99 | \$107,785.36 |
| 2018 | IND | 3 | \$266,812.38 | \$41,842.12 |
| 2019 | IND | 6 | \$224,707.28 | \$296,442.43 |
| 2020 | IND | 7 | \$396,265.53 | \$441,284.31 |
| 2021 | IND | 8 | \$297,901.56 | \$318,454.89 |
| 2022 | IND | 15 | \$76,154.50 | \$388,915.52 |
| | MO | 24 | \$4,927.23 | \$24,772.77 |
| Grand Total | | 68 | \$1,923,505.60 | \$1,763,847.17 |

PAYMENT PROCEDURES

Check Generation

OFFEROR will process payment request for one hundred percent WCPSS claims.

VENDOR will receive workers' compensation payment from Employer's Workers' Compensation Insurance Fund (EWCIF) electronically from Accounting Department on weekly basis at a date and time mutually agreeable.

Notification of Funding Request/Check Write

Vendor shall notify WCPSS by email of the weekly funding request on every Thursday by 5:00 pm. Funding request must include a spreadsheet with identifiable claims must equal the total funds requested for the payment period.

Notification should be to the following:

WCPSS HR Return to Work Coordinator
 WCPSS HR Director of Worker's Compensation Human Resources
 WCPSS Senior Director of Risk Management
 WCPSS Assistant Superintendent of Human Resources
 WCPSS Senior Director of Accounting
 WCPSS Senior Administrator of Accounting
 WCPSS Senior Administrator of Accounting (backup)

WCPSS will approve the transfer of the weekly funding request funds on every Friday, providing documentation is correct.

This procedure shall be followed unless agreed upon by both WCPSS and the TPA vendor.

Notification of Funding Request/Check Write

VENDOR will receive check write/release notification by email from WCPSS at a minimum to Accounts Payable Senior Administrator, Vendor's Designee(s), Workers' Compensation Specialist, Workers' Compensation Director, Risk Management Senior Director, and Accounting Senior Director. The procedure currently being done is on Friday's of each week at 1 p.m. VENDOR will indicate in the email notification: the requested check release date and the amount of local funds needed to cover the check write. The check register total must equal the total funds requested in the check write notification.

Deposits to Workers' Compensation Budget Code

WCPSS must always have enough local funds available to cover the local share of the requested check write amount. There must always be sufficient state and local funds in the Workers' Compensation budget code to cover the related portions of the requested check write.

Cash Requisition/Approval to Release Checks

The amount will be for the full amount of the check write WCPSS funds. Requisitions are generally not approved before 1 PM Friday. Upon receipt of the authorization from WCPSS to release checks. VENDOR will be responsible to release checks and not to exceed the dollar amount approved by WCPSS.

Refund and Recoveries

VENDOR will submit all provider refunds and recoveries to WCPSS within the same month of receipt. Each month, VENDOR will forward a warrant drawn on their disbursing account along with a detailed listing of the provider refunds and recoveries to WCPSS. This listing must indicate the check number and date, provider name, refund payee name, and the amount of the local refund. The refund check and the detailed listing of the refund provided by the VENDOR must be the same amount.

COST PROPOSAL FORM

| Administration New Claim Fees | RFP # | Fee Charged |
|---|--------------|---|
| Indemnity | \$ | Per Claim |
| Medical Only | \$ | Per Claim |
| Reportable Only | \$ | Per Claim |
| Recordable Only | \$ | Per Claim |
| | | |
| Administration Existing Open Claim Fees | | |
| Transfer – Approx. 48 Indemnity and 40 Medical Claims | \$ | Fee will be divided into 3 annual FY payments |
| | | |
| Account Start Up | \$ | |
| | | |
| Reporting Fees | | |
| VIA 1-800 | \$ | Per Claim |
| VIA Internet | \$ | Per claim |
| VIA FAX | \$ | Per Claim |
| | | |
| Telephonic Case Management | \$ | Per Assignment |
| Utilization Review | \$ | Per Review |
| Physician Consultant | % | Per Recovery |
| Subrogation Fee | \$ | |
| | | |
| PPO Network | | |
| Use of Network Fees | \$ | |

Name of Company _____

Signature _____

Date _____

VENDOR INFORMATION FORM

Company Name (include dba): _____

Phone number: _____ Fax: _____ E-mail: _____

Contact: _____

Corporate Office Address: _____

Wake County Office Address (if different from Corporate): _____

Web Address: _____

Length of time in business: _____ Number of permanent employees: _____

DOT #: _____ (if applicable) Motor Carrier License #: _____ (if applicable)

Insurance Contact: _____ Phone: _____

The Wake County Public School System reserves the right to reject or disqualify any and all vendors, waive informalities and irregularities in the bid process, and to accept vendors, which are considered to be in the best interest of the School System.

MBE INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. (<https://ncadmin.nc.gov/businesses/hub>)

MBE INFORMATION: (Required)

Please provide the following data in order for WCPSS to provide it to the Office for Historically Underutilized Businesses, NC Department of Administration.

I certify the status as a minority business (at least 51% of business is owned by) as recognized by the State of NC: (<https://ncadmin.nc.gov/businesses/hub>)

(Check all that apply)

- Black, African American (B)
- Hispanic (H)
- Asian American (AA)
- American Indian (IA)
- Socially and Economically Disadvantaged (SE)
- Female (F)
- Not Applicable

Vendor Signature: _____

Date: _____

Print Name: _____

IDENTIFICATION OF HISTORICALLY UNDERUTILIZED BUSINESS PARTICIPATION

Solicitation Number: _____

Bid / Solicitation Description: _____

I, _____,
(Name of Bidder)

do hereby accept that on this project, we will use the following certified Historically Underutilized Businesses (HUBs) as vendors, suppliers, subcontractors, or providers of professional services.

Self-Performing: Check here if bidder will be doing all work with no subcontractors or suppliers: _____Bidder's HUB Certification Status: HUB Certified? (Circle one) **Yes** **No**

| Sub-Contract HUB Firm Name, Address and Phone # | Type of Work | \$ Amount* | HUB Category** |
|--|--------------|------------|-------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

* HUB Certification with the NC HUB Office required to be counted toward state participation goals.

Minority categories: Black / African American (B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**), Disabled Business Enterprise (**DBE**), Nonprofit Work Center for the Blind and Severely Disabled (**NPWC**)

Total value of Certified HUB sub-contracting will be (\$)_____.

Total Bid Amount (\$): _____

HUB Participation Percentage: $\frac{\text{Total value of Certified HUB sub-contracting}}{\text{Total Bid Amount}} = \text{_____}\%$

CONTRACT PROVISIONS REGARDING THE USE OF FEDERAL FUNDS

The Contractor is notified that this project may be financed with federal funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for a federally funded project have the mandated provisions of this directive in their contracts. By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Remedies for Breach

When federal funds are expended by **Wake County Board of Education (the School System)**, the School System reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Termination for cause and for convenience by the School System

When federal funds are expended by the School System, the School System reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The School System also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the School System believes, in its sole discretion that it is in the best interest of the School System to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the School System as of the termination date if the contract is terminated for convenience of the School System. Any award under this procurement process is not exclusive and the School System reserves the right to purchase goods and services from other vendors when it is in the best interest of the School System.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, when funds will be expended by the School System on a contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, Contractor certifies it will comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

During the term of an award for all contracts and subgrants for construction or repair, the Contractor certifies it will be in compliance with all applicable Davis-Bacon Act provisions. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. the School System will report all suspected or reported violations to the Federal awarding agency. Contractor certifies it will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. the School System will report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

The Contractor certifies that during the term of an award for all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each contractor must be required

to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Contractor agrees to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Compliance

The Contractor certifies that during the term of an award for all contracts by the School System resulting from this procurement process in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension

Contractor certifies that during the term of an award for all contracts by the School System resulting from this procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

When federal funds are expended by the School System for an award exceeding \$100,000, the Contractor certifies that during the term and after the awarded term of an award for all contracts by the School System resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Compliance with Solid Waste Disposal Act

In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, Contractor agrees to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Contractor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.

Prohibition on certain telecommunications and video surveillance services or equipment

As detailed in 2 CFR § 200.216, Contractor certifies that any equipment, services, or systems provided through this contract shall not use covered telecommunications equipment or services as a substantial or essential component of a system or as part of any system.

Domestic Preference

As detailed in 2 CFR § 200.322, as appropriate and to the extent consistent with law, Contractor certifies that, to the greatest extent practicable, the goods, products, or materials furnished through this award will be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Records Retention Requirements

The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Certification of Non-Collusion Statement

Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Prohibition on Gifts

Contractor certifies that it will comply with the prohibition against giving gifts, gratuities, favors or anything of monetary value to an officer, employee, or agent of the School System. Contractor understands and agrees that violation of these standards will result in termination of the contract and may result in ineligibility for future contract awards.