#### **COLUMBUS CONSOLIDATED GOVERNMENT**

Georgia's First Consolidated Government



#### FINANCE DEPARTMENT

**PURCHASING DIVISION** 

100 TENTH STREET, COLUMBUS, GEORGIA 31901
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340
706-228-4087, Fax 706-225-3033
www.columbusga.org

Date: September 19, 2018

REQUEST FOR PROPOSALS:	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:		
RFP No. 19-0008	WORKERS' COMPENSATION CLAIMS		
	MANAGEMENT SERVICES (ANNUAL CONTRACT)		
GENERAL SCOPE	The Columbus Consolidated Government invites qualified firms to submit proposals to provide workers' compensation claims management services to its workforce of approximately 3000 employees in various occupations, ranging from public safety to field force to administrative positions.		
DUE DATE	OCTOBER 19, 2018 - 5:00 PM (EASTERN)		
	Sealed proposals must be received and date/time stamped on or before the due date by the Finance Department/Purchasing Division of Columbus Consolidated Government, located on the 5 <sup>th</sup> Floor, Government Center Tower, 100 Tenth Street, Columbus, GA.		
ADDENDA	IMPORTANT INFORMATION		
	The Purchasing Division will post addenda (if any) for this project at <a href="https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm">https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm</a> . It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a proposal.		
NO PROPOSAL SUBMISSION	If you are not interested in this solicitation, please complete and return page 3.		

Andrea J. McCorvey, Purchasing Division Manager



### IMPORTANT INFORMATION E-Notification

Effective December 31, 2014, Columbus Consolidated Government (the City) discontinued mailing postcard notifications to its registered vendors, and began using the Georgia Procurement Registry e-notification system.

You must register with the Team Georgia Marketplace to receive future procurement notifications at <a href="http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier">http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier</a>.

If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000

Fax: 404-657-8444

Email: <u>procurementhelp@doas.ga.gov</u>

#### STATEMENT OF "NO PROPOSAL SUBMISSION"

#### Notify the Purchasing Division if you do not intend to submit a Proposal:

Email <u>BidOpportunities@ColumbusGa.org</u> or return this form, via fax or mail, to:

Fax number 706-225-3033

Attn: Della Lewis, CPPB, Buyer Specialist Columbus Consolidated Government Purchasing Division P. O. Box 1340 Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for <u>RFP No. 19-0008</u> for <u>Workers' Compensation</u> <u>Claims Management Services (Annual Contract)</u> for the following reason(s):

	d towards one brand or manufacturer (explain below)
There is insufficient time to respondWe do not offer this product and/or serv	ice.
We are unable to meet specifications.	
We are unable to meet bond requiremen	ts.
Specifications are unclear (explain below	
We are unable to meet insurance require	
Remove us from your vendor list for this	s commodity or service.
Other (specify below)	
Comments	
	not completed and returned, Columbus Consolidated om its bidder list for this commodity or service.
	COMPANY NAME:
	AGENT:
	DATE:
	TELEPHONE NUMBER:
	ADDRESS:

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTIONS 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL.

### 3-110 <u>Competitive Sealed Proposals (Competitive Sealed Negotiations) For Equipment, Supplies or Professional Services - \$10,000 and Above</u>

#### (1) <u>Conditions for Use</u>

When the Purchasing Division Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$10,000, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by Article 3-104, <u>Purchasing Limits</u>. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

#### A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

#### B. Public Notice

Adequate public notice of the Request for Proposals shall be given in the same manner as provided under the section titled "Competitive Sealed Bids."

#### C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

#### **D.** Evaluation Factors.

The Request for Proposals shall identify all significant evaluation factors (including price or cost) and their relative importance. Mechanisms shall be established for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.

#### E. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of

and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

#### F. Award.

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, further negotiations may take place with the recommended offeror or negotiations will begin with the next most qualified offerer. The contract file shall contain the basis on which the award is made.

After contract award, the contract file will be made public. Offerors will be afforded the opportunity to make an appointment to review the contract file.

# DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

## QUESTION/CLARIFICATION FORM

Date:					
То:		Buyer Specialist oportunities@ColumbusGA.org or 5-3033	•		
Re:	RFP No. 19-	0008 – Workers' Compensation	Claims Management Service	ces (Annual	Contract)
Quest	ions and reques	ets for clarification must be submit	ted at least five (5) business da	ays before th	e due date:
	From:				
	1101111	Company Name	Website		
		Representative	Email Address		
		Complete Address	City	State	Zip
		Telephone Number	Fax Number		

#### COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

Workers' Compensation Claims Management Services (Annual Contract) RFP No. 19-0008

The Columbus Consolidated Government invites qualified firms to submit proposals to provide workers' compensation claims management services to its workforce of approximately 3000 employees in various occupations, ranging from public safety to field force to administrative positions.

#### A. PROPOSAL SUBMITTAL DATE:

SEALED PROPOSALS ARE DUE: OCTOBER 19, 2018 NO LATER THAN 5:00 PM (Eastern). Submit one (1) original and ten (10) identical copies of the proposal. For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package.

The proposal should be hand delivered or mailed to the following:

Columbus Consolidated Government - Purchasing Division RE: Workers' Compensation Services – RFP No. 19-0008

Mail: P.O. Box 1340

Columbus, Georgia 31902-1340

Deliver: 100 10th Street

Columbus, Georgia 31901

If the proposal does not reach the Purchasing Division on or before the due date, the proposal will be returned to the Proposer unopened. It is the Proponent's responsibility to insure the proposal is mailed or delivered by the due date. The City will not be held responsible for proposals delayed by the US Mail or any other courier.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.

#### **B.** RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

#### C. <u>SUBCONTRACTING:</u>

Should the offeror intend to subcontract all or any part of the work specified, names and address of subcontractors must be provided in proposal response. The offeror shall be responsible for

subcontractors' full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to the offerors submitting the proposal. The Columbus Consolidated Government will not be responsible for payments to subcontractors.

#### D. **QUESTIONS ABOUT THE RFP:**

Communication concerning any solicitation currently advertised must take place in writing and addressed to the Purchasing Division. See page titled "Do You Have Questions ..." within this proposal package. Questions and Requests for Clarification will be received until five business days prior to the proposal due date.

#### E. <u>PUBLIC INFORMATION:</u>

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

#### F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

#### **G. CONTRACT:**

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

#### H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

#### I. <u>INDEMNITY:</u>

The successful respondent agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out of or under this contract.

#### J. <u>DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:</u>

Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the

performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

#### K. <u>AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:</u>

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

#### L. <u>SPECIFICATION DESCRIPTIONS:</u>

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

#### M. TAXES:

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

#### N. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

#### O. <u>FEDERAL, STATE, LOCAL LAWS:</u>

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

#### P. PROVISIONS OF THE PROCUREMENT ORDINANCE:

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

#### Q. INSURANCE:

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

#### R. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by

reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

#### S. <u>TERMINATION OF CONTRACT:</u>

1. Default: If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or nonperformance and if not cured within ten (10) days or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

- 2. Compensation: Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- 3. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

#### T. <u>TIME FOR CONSIDERATION</u>:

Due to the evaluation process, proposals must remain in effect for at least 120 days after date of receipt.

#### U. <u>CONTRACT AWARD</u>:

Award of this contract will be made in the best interest of the City.

#### V. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

#### W. GOVERNING LAW:

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

#### X. <u>FINAL CONTRACT DOCUMENTS:</u>

It is understood that the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendors(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; 6) Additional Agreements required by Awarded Vendor(s); and 7) Awarded Vendor(s) Business Requirements.

#### Y. PAYMENT DEDUCTIONS:

The City reserves the right to deduct from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

#### **Z.** PAYMENT TERMS:

The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

#### **NOTICE TO VENDORS**

Columbus Council, by Ordinance 92-60 has prohibited any business, which is owned by any member of Columbus Council or the Mayor, or any business in which any member of Columbus Council or the Mayor has a substantial pecuniary interest from submitting a bid for goods or services to the Consolidated Government of Columbus, Georgia.

Likewise, by Ordinance 92-61, no business which is owned by any member of any board, authority or commission, subordinate or independent entity, or any business in which any member of any board, authority or commission, subordinate or independent entity has substantial pecuniary interest may submit a bid to the Consolidated Government if such bid pertains to the board, authority or commission.

#### **SPECIFICATIONS**

# Workers' Compensation Claims Management Services (Annual Contract) RFP No. 19-0008

#### I. <u>INTRODUCTION</u>

The Columbus Consolidated Government invites qualified firms to submit proposals to provide workers' compensation claim management services to its workforce of approximately 3000 employees in various occupations, ranging from public safety to field force to administrative positions.

#### II. CONTRACT TERM

A. The initial term of the contract will be for two years with the City's option to renew for three (3) additional twelve-month periods.

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Manager, normally sixty days before the expiration date of the current contract period.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

#### **B.** Termination for Convenience

For the protection of both parties, either party giving <u>90 days</u> prior notice, in writing, to the other party, may cancel this contract.

#### III. PRICE ADJUSTMENT CLAUSE

Contract pricing shall remain fixed for the initial two (2) year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request (i.e. documentation from manufacturers illustrating the necessity to implement price increases). **Request for price increases**, without documentation, shall not be considered. Such escalation shall not exceed a five percent (5%) increase. The using department(s) and the Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons.

If for any reason the contractor has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. The City and the Contractor will have the option to discuss and make adjustments to the requested increase. If either party declines approval of the adjustments, the contract will be considered cancelled on the scheduled expiration date of the contract.

#### IV. INDEMNITY CLAUSE

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

#### V. INSURANCE

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached Insurance Checklist (Form 2). The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable. The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within 10 business days after award notification. The Certificates of Insurance will be included with the contract documents prior to signing.

#### VI. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

In accordance with the Georgia Security and Immigration Compliance Act/E-Verify, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor participate must register in federal work authorization and a program http://www.dol.state.ga.us/spotlight/sp sb 529 new rules.htm). A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.

#### VII. PROPOSAL PREPARATION AND SUBMISSION

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission; divide each section with identifying tabs.

Firms should submit proposals that address each of the sections specified below. With the exception of the E-Verify Affidavit, the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days after notification to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.

#### PART A. TECHNICAL PROPOSAL

#### **Section 1:** Transmittal Letter

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and include the name and email of contact person(s) during this proposal process. Include a statement to the effect that the proposal is binding for at least 120 days from the proposal date. An authorized agent of the business must sign the transmittal letter.

Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (Form 1)
A properly completed, notarized E-Verify Affidavit must be included with sealed proposal;
failure to do so will render the firm's proposal non-responsive and ineligible for further
consideration. To access your E-Verify Company Identification Number, see <a href="https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES">https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES</a>.

#### **Section 3:** Addenda Acknowledgement

Acknowledge receipt for all addenda (if any). Addenda will be posted at: <a href="https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\_Opportunities.htm">https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\_Opportunities.htm</a>. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

#### **Section 4: Qualifications and Experience**

- A. Describe the qualifications and experience of the firm in providing the services described in these specifications.
- B. Include responses to Item A, TPA Company Overview on page 20.

#### **Section 5:** Services Available and Service Plan

- A. Provide a description of all services provided by the firm.
- B. Describe in detail the proposed service plan for fulfilling the requirements of this contract.
- C. Include responses to the following items on pages 20 26:
  - i. Medical Management (MCO)
  - ii. Claims Adjustment Services
  - iii. Information Technology
  - iv. Loss Control Services
  - v. Excess Workers' Compensation Placement
  - vi. Performance Guarantee

#### **Section 6:** Cost Proposal

- A. Provide a cost proposal that includes a summary of all fees, detailing services related to such fees. Include full disclosure of subcontractor fees associated with workers' compensation services to be provided.
- B. Pricing structure should include both run-off claims and new claims occurring after the date upon which the contract takes effect.
- C. If more than one pricing alternative is available, describe in detail each option.
- D. Describe the costs of your services for network access and any other charges related to the provision of provider networks.
- E. Include any anticipated pricing changes over the course of the contract term and if you offer any flat rate guarantee.
- F. Describe and demonstrate the capabilities and cost savings of your managed care/medical cost containment program including, but not limited to, case management services, utilization review and bill review. Indicate which services are provided within your organization and which services are provided by subcontractors. If services are contracted out, disclose any commission and/or other type of compensation you receive from the subcontractors.

#### **Section 7: Contract Signature Page**

Complete **Form 4**. City officials will sign the copies after Columbus Council approves the contract award with the successful firm. Contracts for Columbus Consolidated Government are typically comprised of the RFP specifications and addenda; the business documents of the successful firm; the proposal of the successful firms; cost proposal and negotiation documents; and any clarification documents.

Per Section 8 below, the firm's agreement/contract form may be incorporated into the contract; subject to review and approval by the City Attorney's Office.

#### **Section 8:** Agreement/Contract Form (If Applicable)

Provide a copy of any and all Agreement(s)/Contract Form(s) the City would be required to sign prior to entering into a contract with your firm.

#### PART B. BUSINESS REQUIREMENTS

IN A SEPARATE ENVELOPE, SUBMIT *ONE (1) COPY* OF THE FOLLOWING DOCUMENTS:

- 1. Provide Insurance Checklist (Form 2) or Certificate of Insurance
- 2. W-9 (Form 3)
- 3. Provide a current <u>copy</u> of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Division Manager, at telephone 706-225-3091.

#### VIII. RFP EVALUATION

Each submittal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria	Weight
A. Qualifications & Experience	45%
B. Service Plan	35%
C. Demonstrated achievements in loss prevention	15%
D. Cost (subject to negotiations)	5%

Each of the above criteria (A-D) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

RATING	DESCRIPTION
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

# **TECHNICAL SPECIFICATIONS Workers' Compensation Claims Services**

#### I. The City's Workers' Compensation Data

Currently the City utilizes the services of a Third Party Administrator (TPA) to manage and administer its Workers Compensation program for a workforce of approximately 3000 employees in various occupations, ranging from Public Safety to Field Force to Administrative positions. The following information on loss data is provided to assist respondents in preparing a proposal. It is provided for informational purposes only, and the City does not warranty the complete accuracy of said data.

SUMMARY OF LOSS DATA FOR COLUMBUS CONSOLIDAT	TED GOVERNMENT
Current open indemnity claims as of 8/31/18	32
Current open medical only claims	36
Oldest open indemnity claim	1998
Number of indemnity claims for the last four years + 2018 to date	2014 – 47 2015 – 29 2016 – 41 2017 – 55 2018 – 33
Number of medical only claims for the last four years + 2018 to date	2014 – 309 2015 – 372 2016 – 277 2017 – 239 2018 – 144
Number of incident only reports for the last four years + 2018 to date	2014 - 60 2015 - 52 2016 - 13 2017 - 90 2018 - 23
Percentage claims by function	Police – 35% Public Works – 21% Fire/EMS – 14% Sheriff – 10% Parks & Rec. – 8% Other – 12%

SUMMARY OF LOSS DATA FOR COLUMBUS CONS	SOLIDATED GOVERNMENT
Claims subrogated for past four years + 2018 to date	2014 – 13 2015 - 21 2016 – 13 2027 – 16 2018 - 6
Number of open SITF claims	0
Current TPA	USIS
Claims management system used by current TPA	Proprietary online system

#### II. Scope of Services

It is important to the City that the third party provider of workers' compensation services to our employees be able to demonstrate system integration and coordination. It is preferred that respondents be able to provide all core workers' compensation program services including medical management and claims administration without subcontracting to or partnering with outside vendors. Workers' compensation core services include claims administration/adjudication, telephonic medical management, medical bill review and re-pricing, physician peer-to-peer services, and utilization review nurse services.

Other services include collaborating with the City's manager of workers' compensation services to reach settlement of claims in appropriate circumstances, to assist in selection of defense counsel, providing loss control, assistance in excess coverage access, and assistance with required State reporting.

Responders must agree to provide all of the following services:

- 1. Administrative services.
- 2. Claims services.
- 3. First Notice of Injury services.
- 4. Loss statistic services.
- 5. Managed Care Organization (MCO) services to include:
  - a. Network access and development services
  - b. Triage
  - c. Telephonic case management and (when appropriate and agreed upon, site case management)
  - d. Pharmaceutical benefit management services
  - e. Communicable disease management program services
  - f. Utilization review, including:

- i. Medical bill review and audit services
- ii. Pre-certification
- iii. Concurrent and retrospective review
- g. Peer-to-peer review
- 6. Workers' Compensation excess placement assistance.
- 7. Loss control services.

Details of each of the above required services may be found in the following pages.

Although not a requirement of this Request for Proposals, the City is interested in utilizing a Risk Management Information System (RMIS) to assist in tracking and reducing accidents and injuries. If your organization is able to provide such a system to clients please include details with your response and provide an initial quote based upon the following additional information.

SUMMARY OF LIABILITY LOSS DATE FOR COLUMBUS CONSOLIDATED GOVE	RNMENT
Total liability claims for the last five fiscal years (July 1 – June 30)	2014 – 1340 2015 – 1343 2016 – 1024 2017 – 656 2018 – 575
Total at-fault motor vehicle/heavy equipment incidents for the last five fiscal years	2014 - 190 2015 - 241 2016 - 218 2017 - 181 2018 - 126
Total not-at-fault motor vehicle/heavy equipment incidents for the last five fiscal years	2014 - 225 2015 - 217 2016 - 215 2017 - 151 2018 - 161
Total report only/no damage motor vehicle/heavy equipment incidents for the last five fiscal years	2014 - 228 2015 - 130 2016 - 91 2017 - 41 2018 - 32
Total general liability claims for the last five fiscal years	2014 - 697 2015 - 755 2016 - 215 2017 - 151 2018 - 256

#### III. PROPOSALS SHALL ADDRESS EACH ITEM LISTED BELOW:

#### A. TPA Company Overview

- 1. Provide a brief statement of your organization's third party administrator experience and qualifications to meet the requirements of the City, including a list of public entity clients. Include a brief description of your company, number of years in business providing TPA services, number of employees (full and part time), number of claims adjusters and claim support personnel, corporate headquarters location and location of the claim office that would be assigned to service the City.
- 2. Confirm your company is a recognized claims administrator of self-insured WC programs licensed to do such business in Georgia.
- 3. Provide a copy of your company's Best Claims Practices, if available.
- 4. Describe your company's quality control programs and the frequency of internal operational audits.
- 5. Provide information on the circumstances and status of any disciplinary action taken or pending against your company during the last three (3) years by any state regulatory bodies or professional organizations. If no such action has been taken or is pending provide a statement to that effect.
- 6. Provide a statement of any litigation filed against your company in the last three (3) years. If no litigation has been filed provide a statement to that effect.
- 7. Provide your company's experience modification rate for the past three (3) years.
- 8. Identify any service(s) you intend to sub-contract to others and identify the proposed sub-contractors including names, phone numbers and the qualifications of the sub-contractors company.
- 9. Provide a proposed transition plan and implementation timetable.
- 10. Provide a copy of your proposed service agreement and a certificate of insurance for your errors or omissions, liability and workers' compensation insurance coverage.

#### B. Medical Management (MCO)

It is the strong preference of the City that we maintain a Georgia registered MCO as the provider of medical services for our workers' compensation program. If responder is not so certified, please respond appropriately to the following questions and describe equivalent services you can provide.

- 1. How long have you been providing certified MCO services in the State of Georgia?
- 2. What is the number of employees covered by your MCO in the State of Georgia?

- 3. What is the annual volume of Georgia MCO claims served by your office?
- 4. Is your company accredited by the Utilization Review Accreditation Commission (URAC) for Workers' Compensation? If so, please provide documentation.
- 5. Please provide three (3) references who can provide information regarding your MCO services. By providing these references, you agree that neither the CCG nor the clients referenced shall have any liability regarding the provision of such references or the CCG's use of such references in making a selection under the RFP.

#### a. Triage

- i. Please explain the structure and organization of your current triage and intake unit. What types of nurses/staff are you using? Please provide your workflow.
- ii. Describe weekend/holiday/evening coverage of triage and intake unit.
- iii. How does your intake unit communicate with all stakeholders?
- iv. What options are available for the employer to report the injury including the completion of the Notice of Injury?
- v. What are minimum experience/educational qualification of intake unit staff and triage case managers?

#### b. Nurse Case Management

- i. Who will provide nurse case management (NCM) for the City? What experience will you require for NCMs?
- ii. Will the NCM(s) assigned be dedicated solely to City claims?
- iii. What are your NCM staff current caseload averages and maximums for your current clients? What are you proposing for the City?
- iv. Please describe your firm's protocols for nurse case manager training, supervisory ratios, etc. Please describe your current criteria for assignment of telephonic nurse case management services to files.
- v. What reporting capabilities will your firm provide to measure evidence based performance criteria? What outcomes do you currently measure? What are the results?
- vi. Is there any distinction as to how you manage medical only versus lost time cases? Please describe your current process including reference to the educational and experience level of staff.
- vii. What is your process for post exposure prophylaxis? What processes are in place for post exposure prophylaxis management on a 24/7 basis? What types of problems have you encountered with provision of post exposure prophylaxis?

- viii. What are your performance goals for NCMs? How is performance measured?
  - ix. Describe the consultative process between NCMs and internal medical advisory panel including, but not limited to, time frames, cost if any, etc.
  - x. How are NCMs notified of changes to administrative rules, statutory changes, etc?
  - xi. How do NCMs manage recurrent clinical interventions, including but not limited to, physical modalities, chiropractic, and psychology?
- xii. Describe the flow of communication from treating physicians' offices to all stakeholders.
- xiii. How do your NCMs expedite the injured employees' return to work; what benchmarks and protocols are utilized?

#### c. Provider Network

- i. Do you outsource your medical network? If so, to whom?
- ii. Do you pay a fee for access to that network?
- iii. Do you have a Medical Director in-house? If so, please provide a brief bio.
- iv. Describe your procedure and philosophy in utilizing physician advisors.
- v. Do you have the capability of customizing your network to meet the specific needs of the City and its employees?
- vi. What is your protocol for evaluating network providers' performance and outcomes?

#### d. Medical Bill Review and Re-Pricing

- i. Is your bill review done in-house or do you sub-contract it out?
- ii. Describe your current bill review and re-pricing process, including workflow, reimbursement methodology, communication with stakeholders and system capabilities.
- iii. Describe the bill review process completed by NCMs or adjusters prior to submission to formal bill review.
- iv. Describe your internal bill tracking process to determine the location of the bill within the review process, and whether that information is available to the provider and clients.
- v. How does your bill review system distinguish between initial submissions, reconsiderations and re-submissions?
- vi. Are you able to receive medical bills via EDI? If so, please describe the process.

vii. Describe your procedure for reconciliation in case of overpayment or payments made in error.

#### e. Utilization Review and Quality Assurance (UR/QA)

- i. Describe your current UR/QA process including, but not limited to, how that process interacts with both your staff and your clients, how the process impacts the claim file, and how reports of the results are provided to your clients. Include how your QA process complies with evidence/criteria-based clinical guidelines.
- ii. Is your firm URAC accredited to perform utilization management services for workers' compensation?

#### C. Claims Adjusting Services

- Provide a brief description of your claims administration organization including, but not limited to, years of experience and percentage of public vs. private entity clients.
- 2. What is the annual volume of newly reported workers' compensation claims handled by your organization annually?
- 3. Name(s) of other companies/workers' compensation providers that your firm would be partnering with in providing claims adjusting services for the City and the services they would provide.
- 4. Does any firm providing claims adjusting services have ownership in companies providing any services related to the handling of workers' compensation claims including, but not limited to, pharmacy management, diagnostic testing, physician referrals or physical therapy?
- 5. What is your organization's claim intake process?
- 6. How would your organization investigate exposure claims, and how would you resolve the issue of compensability or denial?
- 7. What is the maximum number of claims assigned to each workers' compensation adjuster for (a) lost time; and (b) medical only?
- 8. Will the claims staff assigned be dedicated solely to City claims?
- 9. What is the experience level of the claims adjuster(s) who will be assigned to the City?
- 10. How are caseloads monitored and controlled? Please describe your audit procedures and whether you will share the results of those audits with the City?
- 11. If caseloads increase over the life of the contract, how would your organization address the increase in terms of staffing?
- 12. Describe how your workers' compensation coordinate with other benefit plans, such as State and Federal disability benefits.

- 13. Describe how your adjusters identify and manage potentially fraudulent claims.
- 14. How often do supervisors review open workers' compensation claims and provide direction to adjusters?
- 15. What is your supervisor to adjuster ratio?
- 16. Describe how reserves are set and the process for determining accuracy. How often are reserves reviewed?
- 17. Do you provide ongoing action plans that include specific steps to bring the file to resolution/closure? If so, please describe those plans.
- 18. What percentage of claims (separated by medical only and indemnity) do your adjusters close within one year, two (2) years and beyond two years?
- 19. Is your organization prepared to and able to handle run-off/tail claims if so requested? If so, how would the transfer of those current open claims be handled?
- 20. Is there a cost for subrogation/SITF recoveries? Is that cost included in your flat fee or is it treated as an allocated expense? Please provide that cost, if applicable.
- 21. Describe your organization's practice in terms of conducting file reviews with clients. In this context, what are your recommendations for the City?
- 22. How does your organization ensure compliance with State laws and regulations regarding payment of provider's bills?
- 23. Describe your organization's capabilities for assisting clients in obtaining reasonable accommodations from treating physicians for injured workers.
- 24. Describe your organization's capabilities for assisting clients in implementing an early return to work program.
- 25. Describe your organization's employee performance management system.
- 26. Describe your litigation management strategies, including your organization's policy regarding referral to legal counsel.

#### D. Information Technology

- 1. What data will you require from the City prior to the implementation of this contract, and in what format?
- 2. What is the claims management information system utilized by your organization? Describe the features of this system that make it better than its major competitors.
- 3. When was this system installed?
- 4. When was the last major software update to the system?
- 5. Is your IT support internal or outsourced?
- 6. Describe your procedure to ensure continued information system availability in the event of natural disaster or other events causing system breakdown.
- 7. Will you provide complete online claim system access to adjuster notes, payment inquiries and financial information? If so, is this access included in the flat fee, or is there an additional charge? Please provide cost, if applicable.

- 8. Does gaining access to the claims system require any special software?
- 9. How long do you retain detailed claim information on your system?
- 10. Is online claim reporting available?
- 11. Describe your organization's ability to allocate losses to individual City locations.
- 12. What types of standard reports are available? Will City be able to access the system and customize its own reports?
- 13. Are you able to provide e-mail notifications to clients of changes in claim status including, but not limited to, first report of injury, changes in reserves or changes in condition? Can clients customize the events for which they require e-mail notification?
- 14. Are you able to generate reports documenting payments to specific vendors, providers and/or claimants?
- 15. Are you able to generate reports documenting specific savings from medical cost containment efforts including medical bill review/fee scheduling, hospital bill audit, utilization review, contract savings, etc.?
- 16. Can your reports be downloaded into Excel spreadsheets?
- 17. Describe the security measures in place to protect the confidentiality of the information in your claims management information system. Describe any breaches of security and explain what corrective action you took to prevent future breaches. If no breaches of security have occurred please provide a statement to that effect.
- 18. Is there an off-site backup for your claims management information system?

#### E. Loss Control Services

- 1. Please provide a listing of loss control services available.
- 2. Will a designated loss control representative be assigned to the City?
- 3. Is your loss control representative employed by your organization or a subcontractor?
- 4. How many years of public entity experience does the loss control representative who will be assigned to the City have?
- 5. How many hours per month will your loss control representative be onsite at the City?
- 6. Please describe the educational background of your loss control representative.

#### F. Excess Workers' Compensation Placement

- 1. Does your organization have direct access to at least three (3) excess workers' compensation markets?
- 2. Does your organization have the ability to increase the retention level should the City so desire?
- 3. How many public entity clients does your organization represent?

#### G. Performance Guarantee

Indicate your willingness to agree to a performance guarantee, subject to mutual agreement between your organization and the City. Include your suggestions regarding the performance areas to be measured, how they would be measured and at what intervals. Include a sample of your standard performance guarantee.

#### H. Pricing

- 1. Provide a cost proposal that includes a summary of all fees, detailing services related to such fees. Include full disclosure of sub-contractor fees associated with workers' compensation services to be provided.
- 2. Pricing structure should include both run-off claims and new claims occurring after the date upon which the contract takes effect.
- 3. If more than one pricing alternative is available, describe in detail each option.
- 4. Describe the costs of your services for network access and any other charges related to the provision of provider networks.
- 5. Include any anticipated pricing changes over the course of the contract term and if you offer any flat rate guarantee.
- 6. Describe and demonstrate the capabilities and cost savings of your managed care/medical cost containment program including, but not limited to, case management services, utilization review and bill review. Indicate which services are provided within your organization and which services are provided by subcontractors. If services are contracted out, disclose any commissions and/or any other type of compensation you receive from the sub-contractors.

#### I. Loss Data

Claim loss data will be provided upon request of a prospective TPA. This loss data can be used to estimate future claim frequency and types of claims.

Any claim data submitted as part of the RFP process is for informational purposes only. The City does not warranty the complete accuracy of said data.

# VENDOR INFORMATION REGARDING GEORGIA SECURITY AND IMMIGRATION COMPLIANCE

#### and

House Bill 87, also known as, The Illegal Immigration Reform and Enforcement Act of 2011

Section 3 of House Bill 87 amends O.C.G.A. §13-10-91.

O.C.G.A. §13-10-91(b)(1) states, in part, "A public employer shall not enter into a contract ... for the physical performance of services unless the contractor registers and participates in the federal work authorization program."

Accordingly, the affidavits on the pages that follow relate to documentation you must provide the City.

All contractors must complete the attached "CONTRACTOR AFFIDAVIT"\*\*\*\*. Additionally, if you utilize subcontractors, they must complete the "SUBCONTRACTOR AFFIDAVIT" and or the "SUB-SUBCONTRACTOR AFFIDAVIT."

\*\*\*In lieu of the affidavit required by this subsection, a contractor, subcontractor, or subsubcontractor who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead provide a copy of the state issued driver's license or state issued identification card of such contracting party and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.

See <a href="https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES">https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES</a> to access your E-Verify Company Identification Number.

Information is available at: http://www.dol.state.ga.us/spotlight/sp sb 529 new rules.htm

#### FORM 1

## CONTRACTOR AFFIDAVIT E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of *Columbus Consolidated Government* has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (numerical, 4-7 digits)  **See <a href="https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES">https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES</a> to access you	Date of Au our E-Verify Com		ation Number.
Name of Contractor			
Workers' Compensation Claims Management Services (Ann Name of Project	nual Contract)	; RFP No. 1	9-0008
Columbus Consolidated Government Name of Public Employer			
I hereby declare under penalty of perjury that the foregoing is tr	rue and correct.		
Executed on		_ (city),	(state).
Signature of Authorized Officer or Agent			
Printed Name and Title of Authorized Officer or Agent			
Subscribed and sworn before me on this t	he day of _		,201
		NZ	OTA DV DIJDI I
			OTARY PUBLIC

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

#### INSURANCE CHECKLIST

# WORKERS' COMPENSATION CLAIMS MANAGEMENT SERVICES (ANNUAL CONTRACT) RFP NO. 19-0008

### CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

Required Coverage(s)		Limits (Figures denote minimums)	Bidders
V	1 Wantan's Commonstion and	(Figures denote minimums)	Limits/Response
X	1. Worker's Compensation and	STATUTORY	
	Employer's Liability	REQUIREMENTS	
	Comprehensive General Liability		
X	2. General Liability	\$1 Million CSL BI/PD each	
	Premises/Operations	occurrence, \$1 Million annual	
	-	aggregate	
X	3. Independent Contractors and	\$1 Million CSL BI/PD each	
	Sub - Contractors	occurrence, \$1 Million annual	
		aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each	
		occurrence, \$1 Million annual	
		aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each	
		occurrence, \$1 Million annual	
		aggregate	
	6. Contractual Liability (Must be	\$ 1 Million CSL BI/PD each	
	shown on Certificate)	occurrence, \$1 Million annual	
		aggregate	
	Automobile Liability		
X	7. *Owned/Hired/Non-Owned	\$1 Million BI/PD each Accident,	
	Vehicles/ Employer non ownership	Uninsured Motorist	
	Others		
	8. Miscellaneous Errors and	\$1 Million per occurrence/claim	
	Omissions		
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury,	
		Property Damage and Personal	
		Injury	
	10. Personal and Advertising Injury	\$1 Million each offense, \$1	
	Liability	Million annual aggregate	
X	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		

	Required Coverage(s)	Limits	Bidders
		(Figures denote minimums)	Limits/Response
	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse,		
	Underground) Coverage		
	19. USL&H (Long Shore Harbor		
	Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment	\$2 Million per occurrence/claim	
	Liability		
X	22. Carrier Rating shall be Best's Rati	ing of A-VII or its equivalents	
X	23. Notice of Cancellation, non-renew	val or material change in coverage	
	shall be provided to City at least 30 da	ys prior to action.	
X	24. The City shall be named Addition	al Insured on all policies	
X	25. Certificate of Insurance shall show	v Bid Number and Bid Title	
	26. Pollution:	\$2 Million per occurrence/claim	

<sup>\*</sup>If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the <u>Bidders Limits/Response</u> column of the insurance checklist.

#### **BIDDER'S STATEMENT:**

If awarded the contract, I will comply with contract insurance requirements.
BIDDER NAME:
AUTHORIZED.SIGNATURE:

**Request for Taxpayer Identification Number and Certification** 

Give Form to the requester. Do not send to the IRS.

Department of the Treasury Internal Revenue Service		► Go to www.irs.gov/FormW9 for instructions and the latest information.		send to the	e IRS.		
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
Print or type. Specific Instructions on page 3.	2 Business name/disregarded entity name, if different from above						
	Check appropriat following seven be Individual/sole single-members.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)					
	Limited liability	Exempt pay	Exemple payer sees (if any)				
	Note: Check to LLC if the LLC another LLC to is disregarded	Exemption from FATCA reporting code (if any)					
ci.	Other (see ins	(Applies to accounts maintained outside the U.S.)					
See Spe	5 Address (number, street, and apt. or suite no.) See instructions.  Requester's name a			and address (optional)			
	6 City, state, and Z	IP code					
	7 List account number(s) here (optional)						
Par	tl Taxpay	ver Identification Number (TIN)					
		repliate both the first provided materials and materials given on mile i to are a	curity number	er			
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>				-			
TIN, la		or					
		Thore than one hame, see the methodicities for line 1. Also see what warms and	r identification number				
Number To Give the Requester for guidelines on whose number to enter.							
Par	t II Certific	eation					
Under	r penalties of perjui	y, I certify that:					
2. I an Ser	n not subject to ba	this form is my correct taxpayer identification number (or I am waiting for a number to be is ckup withholding because: (a) I am exempt from backup withholding, or (b) I have not been result of a failure to report all interest or dividends, or (c) ackup withholding; and	notified by th	he Internal Re			
3. I an	n a U.S. citizen or	other U.S. person (defined below); and					
4. The	FATCA code(s) er	stered on this form (if any) indicating that I am exempt from FATCA reporting is correct.					
you ha	ave failed to report a sition or abandonme	s. You must cross out item 2 above if you have been notified by the IRS that you are currently sut all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For our of secured property, cancellation of debt, contributions to an individual retirement arrangement ridends, you are not required to sign the certification, but you must provide your correct TIN. See	or mortgage at (IRA), and	interest paid, generally, pay	ments		

#### U.S. person ▶ **General Instructions**

Signature of

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### **Purpose of Form**

Sign

Here

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- . Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date >

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- · Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- . An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- 2. The treaty article addressing the income
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

#### Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return

#### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester.
- You do not certify your TIN when required (see the instructions for Part II for details),
- 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

#### What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

#### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TiN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for	
Corporation	Corporation	
Individual     Sole proprietorship, or     Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single- member LLC	
LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)	
Partnership	Partnership	
Trust/estate	Trust/estate	

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- $9\!-\!\text{An}$  entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above. 1 through 13.

IF the payment is for	THEN the payment is exempt for	
Interest and dividend payments	All exempt payees except for 7	
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.	
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4	
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>	
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4	

See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1) M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line !

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

#### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of: The Individual	
Individual		
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual or the account <sup>1</sup>	
Two or more U.S. persons     (joint account maintained by an FFI)	Each holder of the account	
Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>	
<ol> <li>a. The usual revocable savings trust (grantor is also trustee)</li> </ol>	The grantor-trustee <sup>1</sup>	
<ul> <li>b. So-called trust account that is not a legal or valid trust under state law</li> </ul>	The actual owner <sup>1</sup>	
Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>	
Grantor trust filing under Optional     Form 1099 Filing Method 1 (see     Regulations section 1.671-4(b)(2)(l)     (A))	The grantor*	
For this type of account:	Give name and EIN of:	
Disregarded entity not owned by an individual	The owner	
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>	
<ol> <li>Corporation or LLC electing corporate status on Form 8832 or Form 2553</li> </ol>	The corporation	
<ol> <li>Association, club, religious, charitable, educational, or other tax- exempt organization</li> </ol>	The organization	
12. Partnership or multi-member LLC	The partnership	
13. A broker or registered nominee	The broker or nominee	

For this type of account:	Give name and EIN of:	
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity	
<ol> <li>Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))</li> </ol>	The trust	

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- ¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- <sup>2</sup> Circle the minor's name and furnish the minor's SSN.
- <sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- <sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

#### **CONTRACT SIGNATURE PAGE**

### Workers' Compensation Claims Management Services (Annual Contract) RFP No. 19-0008

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.

	By:
Witness as to the signing of the contract	Signature of Authorized Representative Date
Witness as to the signing of the contract	Print Name and Title of Signatory
(Corporate seal, if applicable)	Company:
Company Ordering Address	Company Payment Address
Contact:	Contact:
Contact Email	Contact Email
TelephoneFax	FaxFax
CONSOLIDATED GO	OVERNMENT OF COLUMBUS, GEORGIA
Accepted this day of	20 APPROVED AS TO LEGAL FORM:
Isaiah Hugley, City Manager	Clifton C. Fay, City Attorney
ATTEST:	
Lindsey Glisson, Deputy Clerk of Council	