

Livingston Parish Public Schools
State of Louisiana



Request for Proposal 24-06

Third Party Administrator for Claims Services

Issued:

March 14, 2024

Responses Due:

April 18, 2024

All responses must be sent to:

Livingston Parish Public Schools
Attn: Bridget Demonica
Staff Accountant - Business Department
P.O. Box 1130
13909 Florida Blvd.
Livingston, LA 70754

Phone: (225) 686-4224 | Facsimile: (225) 686-4279 | Email: bridget.demonica@lpsb.org



Livingston Parish Public Schools

Excellence in Education!

13909 Florida Boulevard
P.O. Box 1130
Livingston, Louisiana 70754-1130
Phone: (225) 686-7044 Fax: (225) 686-3052 Website: www.lpsb.org

Alan "Joe" Murphy
Superintendent

Jody Purvis
Assistant Superintendent

Bruce Chaffin
Assistant Superintendent

INVITATION TO BID

Sealed bids will be received by Livingston Parish Public Schools, Livingston, Louisiana, until 10:00 A.M., Thursday, April 18, 2024, at which time bids will be opened and publicly read for the following:

- **RFP No. 24-06: Third Party Administrator for Claims Services**

Bids must be on the form provided. Forms and other information may be obtained from Livingston Parish Public Schools (LPPS), 13909 Florida Boulevard, Post Office Box 1130, Livingston, Louisiana 70754, (225) 686-4224, and from the LPPS website:

https://www.lpsb.org/our_district/departments/business_department/purchasing_information

Furthermore, official bid documents are available at Central Bidding. Electronic bids are accepted at Central Bidding and can be accessed at www.centralbidding.com. For questions related to the electronic bidding process, please call Central Bidding at (225) 810-4814.

Awards will not be made on the date of the bid opening, but will be awarded by the School Board at a later meeting.

Subject to the provisions of R.S. 38:2214, Livingston Parish Public Schools reserves the right to reject any and all bids for just cause.

LIVINGSTON PARISH PUBLIC SCHOOLS

Alan "Joe" Murphy, Superintendent

Advertisement Dates

03/14/2024
03/21/2024

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Section 1: Administrative and General Information

PURPOSE

Livingston Parish Public Schools (herein referred to as LPPS) currently utilizes a self-insured retention (SIR) program for the investigation, negotiation and payment of claims. LPPS is seeking a response to this Request for Proposal (herein referred to as RFP) to provide claims adjusting and claims administration for certain components of its SIR program. LPPS reserves the right to select any Respondent and to negotiate an Agreement containing service terms and pricing. LPPS also reserves the right to cancel the RFP and select no Respondent.

It is currently anticipated that LPPS will contract for Third-Party Administrator (TPA) for Claims Services (Worker's Compensation, Automobile, Employment Practices, and General Liability Claims) for a period of one (1) year, commencing upon settlement of a Contract with the option of two (2) one (1) year renewal increments at the discretion of LPPS.

LPPS' selected Respondent(s) will be responsible for claims as follows:

- *Workers' Compensation and Automobile Claims (herein referred to as WC & Auto):* Management of all new claims and existing/takeover claims as of the date of the Agreement's commencement date
- *Employer's Professional and General Liability Claims (herein referred to as EPL & GL):* Limited administration as defined in Proposal of all new claims and existing/takeover claims as of the date of the Agreement's commencement date.

BACKGROUND

Livingston Parish Public Schools is a local parish school district and generalized information about LPPS can be obtained through its website at www.lpsb.org. LPPS currently employs teachers, bus drivers, maintenance, custodial, secretarial, and administrative employees.

Typical types of claims against LPPS for which TPA services are requested are those arising from occasional Auto, WC, GL, and EPL exposures. Certain other claims will be tracked as record only report claims. LPPS may also utilize the services of the TPA for subrogation situations arising under those claims.

LPPS is seeking responses from eligible TPAs to provide full TPA claims management of LPPS' Auto, GL, and WC exposures.

PERIOD OF AGREEMENT

The term of any contract resulting from this solicitation will be for a period of one (1) year from the date a contract is agreed upon. If mutually agreed upon between LPPS and the Contractor, the contract may be extended up to an additional two (2) years implemented in one (1) year terms. Prices must remain firm through the initial one (1) year term, at which time LPPS and the Contractor may choose to review pricing and renew the contract. Contractor must notify LPPS the interest to renew within ninety (90) days of the contract expiration

DEFINITIONS

Where the words, "PROPOSER," "CONTRACTOR," or "VENDOR" are mentioned in these specifications and subsequent documents, it shall be understood to refer to the individual or corporation submitting a proposal and to whom a contract may be awarded. Where the words "OWNER," "LPPS," "DISTRICT," or "SCHOOL BOARD" are mentioned in these specifications and subsequent documents, it shall be understood to refer to LIVINGSTON PARISH PUBLIC SCHOOLS. Where the words "SHALL" and "MUST" are mentioned in these specifications, a mandatory requirement is set forth. Where the word "MAY" is mentioned in these specifications, an advisory or permissible action is requested. Where the words, "SHOULD" and "ALLOWS" are mentioned in these specifications, a desirable action is requested.



EXPERIENCE REQUIREMENTS

LPPS is soliciting Proposals from interested persons/firms who have a minimum of ten (10) years’ experience in the management and handling of Auto, WC, GL, and EPL claims, and who desire to enter into an Agreement with LPPS. LPPS reserves the express right to reject any and all Proposals and to terminate the RFP process at any time, with or without cause. Additionally, LPPS reserves the right to negotiate individually with any of the Respondents related to Agreement terms and price. LPPS reserves the right to accept the Proposal of its choosing. LPPS may contract for any or all lines of coverage or may contract with more than one Respondent.

SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the LPPS’s best **estimate** of the schedule that shall be followed. Unless otherwise specified, LPPS reserves the right at its sole discretion, to adjust this schedule, as it deems necessary.

Selection Process Step	Date(s)
Release and Issuance of the Request for Proposal (RFP)	March 14, 2024
Written Questions Due	April 8, 2024 @ 2:00 PM
Date for Publishing Answers to Vendors' Questions	April 12, 2024
Proposals Due	April 18, 2024 @ 10:00 AM
Vendor Selection/ Notice of Intent to Award	April 23, 2024
Board Approval	April 25, 2024
Notice of Regret	April 26, 2024

NOTE: LPPS reserves the right to deviate from these dates.

PROPOSAL SUBMITTAL

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the Proposal Response section. The proposal must be received by LPPS in a hard copy (printed) version or an online submittal through Central Auction House on or before the date and time specified in the Schedule of Events.

Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer’s expense to: Bridget Demonica, Livingston Parish Public Schools, 13909 Florida Blvd., PO Box 1130, Livingston, La 70754.

For courier delivery, the street address is 13909 Florida Blvd., Livingston, La 70754 and the telephone number is (225) 686-4224. **The United States Postal Service does not deliver to the physical address.** The responsibility solely lies on

PROPOSAL INSTRUCTIONS

Read all parts of the solicitation package thoroughly;

Follow all instructions and respond to requested information, qualifications and requirements;

Return all paperwork requested; Sign required documents; Submit your complete package on or before the date and time requested.

1. Proposers must provide full, accurate, clear and complete information as required by this solicitation, its attachments, and amendments. The penalty for making false statements in solicitations will be debarment or

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suspension from participating in Livingston Parish Public Schools (LPPS) solicitations, purchasing, and award of contracts for a period of at least two years. LPPS does not waive its rights to seek further actions.

2. Offers submitted in response to this solicitation shall be in English. Offers received in a language other than English shall be rejected.
3. Offers submitted in response to this solicitation shall be in terms of US dollars. Offers received in currency other than US dollars shall be rejected.
4. Proposals shall be publicly received and recorded at the time and place indicated in the proposal conditions. Any proposals received after the date and time advertised will be considered nonresponsive and shall not be opened. Proposer will be notified by email and given the opportunity to pick up the proposal. Late proposals that are not picked up shall be destroyed after four (4) weeks.
5. The LPPS shall not accept any amendments, revisions, or alterations to Proposals after the deadline for submittal.
6. Proposals shall be made in the official name of the company or individual under which business is conducted (showing official business address) and shall be signed in ink by a person duly authorized to legally bind the person, proprietorship, firm, partnership, company or corporation submitting Proposals. In addition, the Federal Identification Number (FEIN), Sole Proprietorship Number or in its absence, the Social Security Number of the individual and agent must be included.
7. Proposal information may be obtained by visiting either:
https://www.lpsb.org/our_district/departments/business_department/purchasing_information or
www.centralhousebidding.com
8. One (1) Original (clearly marked “ORIGINAL”) Sealed Proposal, four (4) additional hard copies, and one (1) electronic copy on USB drive in .pdf format, all clearly marked: “**LPPS, Third Party Administrator for Claims Services**” shall be submitted in an enclosed and secured envelope/container. In lieu of hard copy submissions, proposals can also be submitted online at www.centralhousebidding.com.

The envelope/container shall be addressed to:

Livingston Parish Public Schools

13909 Florida Blvd.

PO Box 1130

Livingston, La 70754

Attn: Bridget Demonica

Proposals will be accepted until Thursday, April 18, 2024 at 10 AM.

9. The outside of the RFP envelope/box (or outermost envelope/box if mailed by and delivered by United States Mail, Express Mail, Priority Mail, UPS, Federal Express, and all other similar types of carrier delivery,) **must be labeled with the following information:**
 - **Owner’s Name**
 - **Company Name**
 - **Request for Proposal Number**
 - **Louisiana Contractor's license number of the Bidder (if applicable)**
10. Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. **The United States Postal Service DOES NOT deliver directly to LPPS.** It is the Proposer’s responsibility to ensure delivery to LPPS during normal operating hours of Monday – Friday, 8:00 am – 4: 00 pm (Central Standard Time).
11. LPPS will not accept liability for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements, or other data hereunder
12. Mistakes may be crossed out and corrections inserted adjacent thereto, and shall be initialed in ink by the person signing the proposals.



13. Proposers are liable for all errors or omissions contained in their Proposal. Proposers shall not be allowed to alter Proposal documents *after* the deadline for submittal.
14. LPPS shall not accept responsibility for unidentified proposals.
15. LPPS shall not be liable for any costs associated with the preparation and responses to this solicitation; therefore, all costs shall be borne by the Proposer.
16. It is the intent and purpose of LPPS that this solicitation permits competition. It shall be the Proposer's responsibility to advise LPPS in writing if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing and must be received by LPPS no later than **Monday, April 8, 2024 at 2:00 PM.**
17. The LPPS reserves the right, at its sole discretion, to reject any and/or all Proposals or to cancel this RFP in its entirety. Any submittal that does not meet the requirements of this RFP may be considered to be non-responsive, and the submittal may be rejected. Respondents must comply with all of the terms of this RFP and all applicable local, state, and federal laws and regulations. LPPS also reserves the right to terminate this solicitation and reissue a subsequent solicitation and/or remedy technical errors in the solicitation process.
18. By responding to this solicitation, it is understood that each Offeror shall comply with all applicable federal, state, and local laws and shall meet all requirements imposed upon this service industry by regulatory agencies.

PROPOSAL RESPONSE

Livingston Parish Public Schools desires to familiarize itself with those Respondent submitting Proposals for the TPA services. In that spirit, LPPS requests that Respondents submit the following information in the Proposal, *in the order that they appear below*:

1. Cover letter that includes company name, address, contact information, and any addenda acknowledgements.
2. Completed, anticipated fee schedule.
3. A brief history of the TPA firm, including the current territories that it services, types of claims handled, and a listing of memberships in local and national professional organizations.
4. Identification of the Service Team including resumes of the claims management personnel who will be responsible for ensuring the efficiency and quality of service to LPPS and its employees. Respondents must include a job description for each position/classification in the service team. Please limit to no more than three (3) pages per staff member.
5. The identity of any subcontractors or vendors expected to be used in managing LPPS' claims. LPPS reserves the right to review and approve the use of any vendor or subcontractor used by the TPA. These individuals may be subject to certain minimum insurance requirements.
6. A copy of the Respondent's disaster recovery and business continuity plan.
7. Respondent shall supply copies of its Articles of Incorporation, Articles of Organization, Articles of Partnership, and/or any documentation evidencing the current legal status of its business.
8. Respondent must demonstrate the availability of 24/7/365 toll free or internet claim reporting abilities and indicate what provisions are made after hours or emergency contacts and services.
9. Respondent must be able to demonstrate experience in adjusting claims typical to those experienced by LPPS and the ability to adjust atypical claims that LPPS may encounter from time to time.
10. LPPS desires that a consistent, systematic approach to adjusting its claims be utilized. The Respondent should provide a description of its claims handling and management processes and procedures.
11. Respondent must evidence a demonstrated ability to establish realistic claim reserves. Please provide your reserve philosophy and layers of reserving approval/authority within your organization.
12. Respondent shall assure that an adequate ratio of adjusters to adjusting caseload exists, or that it can be readily implemented, to ensure that LPPS' claims adjusting needs are met in a timely fashion. Please provide your standard caseloads by position and by type of claim.



13. Respondent must demonstrate an ability to minimize money demands, claims expenses, settlements, and awards. This may be demonstrated by indicating the utilization of preferred providers for appraisals, repairs, independent medical exams, etc. Ideally, the procedures recommended and adopted in this regard will lend themselves to the quantification of savings to LPPS over the term of the TPA contract.
14. Respondents shall provide a formalized process for maintaining the professional proficiency and licensing of those adjusters assigned to LPPS. This process is to include maintaining a working knowledge of tort related legislation in Louisiana.
15. Respondent shall provide a description of its internal quality control program.
16. A list of no fewer than five (5) current clients for reference and contact by LPPS.

LPPS will enter into negotiations with the firm deemed as the highest ranked proposer. Should LPPS be unable to negotiate and execute a contract with the highest ranked firm, negotiations shall immediately commence with the second-highest ranked firm.

COMPENSATION

It is LPPS' intent to budget its claims expense as systematically as possible. Respondents should provide an annual flat fee for adjusting LPPS' Auto, GL, and WC claims. ***A ten (10) year loss run is included in a separate Excel Worksheet Document.***

In addition, the Respondent must provide any additional items which may impact its compensation scheme.

LEGIBILITY/CLARITY

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION

1. Except as otherwise provided by law, all documents submitted to under a contract, bid, RFP, or Statement of Qualifications (SOQ) are subject to the Louisiana Public Records Act, La. R.S. 44:1 et seq., and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.
2. If a contractor/respondent deems any document, submitted to LPPS under a contract, bid, RFP, or SOQ, contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Constitution Article I Section 5, La. R.S. 44:4 or 44:1, or other provisions of law, the contractor/respondent shall clearly mark the documents as "Confidential" prior to delivering or making them available to LPPS.
 - a. If LPPS receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the contractor/respondent of such request.
 - b. Provided, however, that if any action is commenced against LPPS under the Louisiana Public Records Act, La. R.S. 44:1 et seq., or otherwise seeking to compel production or disclosure of the documents, the contractor/respondent or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold LPPS harmless from any costs, damages, penalties or other consequences of the Livingston Parish School Board's refusal to disclose or produce such documents. Failure of the contractor/respondent to immediately intervene in such legal action will authorize LPPS to voluntarily provide the information for disclosure under the supervision of the court.
 - c. LPPS assumes no liability for disclosure or use of any document or portion of a contract, bid, RFP, or SOQ that has not been clearly marked as "Confidential," or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.



3. Nothing herein shall prohibit LPPS from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other parish agency, person or organization for the sole purpose of assisting LPPS in its evaluation of the proposal. LPPS shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.
4. The Contractor/respondent shall not mark the entire proposal for a bid, RFP, or SOQ, “Confidential” or as information constituting an exception to Louisiana’s Public Records Act. If an entire response, submittal or proposal is so marked, LPPS shall not consider the proposal for an award of the contract.

PROPOSAL CLARIFICATIONS PRIOR TO SUBMITTAL

A. Pre-Proposal Conference

A pre-proposal conference is not necessary at this time.

B. Point of Contact

The sole point of contact for this RFP is:

Bridget Demonica
Staff Accountant
Livingston Parish Public Schools
P.O. Box 1130
Livingston, La 70754-1130
Email: Bridget.Demonica@lpsb.org
Fax: (225) 686-4279

C. Proposer Inquiries

Proposers may submit written questions at any time up to the deadline listed in the [Schedule of Events](#) to bridget.demonica@lpsb.org or by mail at the address listed above. The subject line should include “RFP 24-06: TPA Workers’ Compensation Services.”

LPPS will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. LPPS shall reserve the right to modify the RFP should a change be identified that is in the best interest of LPPS.

Official responses made by LPPS in relation to the questions will be posted in the form of a written addenda to the solicitation. Any addenda issued will be posted on LPPS website and Central Auction House by the date and time listed in the Schedule of Events.

ERROR AND OMISSIONS IN PROPOSAL

LPPS reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities and informalities.



CHANGES, ADDENDA, AND WITHDRAWALS

1. Prior to the deadline for proposals, the LPPS reserves the right to issue addenda to the RFP Procedures and Scope of Services. Respondents are responsible for ensuring receipt of all addenda and incorporating any changes into their proposal. **Respondents shall acknowledge receipt of all addenda by listing those received in their cover letter.** The owner reserves the right to reject a proposal for failure to acknowledge receipt of any addenda. Addenda will be posted at https://www.lpsb.org/our_district/departments/business_department/purchasing_information and <https://www.centralauctionhouse.com>
2. A Proposer may withdraw a response that has been submitted at any time up to the specified opening time and date by sending a written request to the point of contact listed above. After withdrawing a previously submitted response, the Proposer may submit another response at any time up to the deadline for submission.

WAIVER OF ADMINISTRATIVE INFORMALITIES

LPPS shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

PROPOSAL REJECTION/RFP CANCELLATION

Issuance of this RFP in no way shall constitute a commitment by LPPS to award a contract. LPPS shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the best interest of LPPS.

OWNERSHIP OF PROPOSAL

All materials submitted in response to this solicitation become the property of LPPS. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by LPPS and not returned to Proposers, with the exception of late submittals. In accordance with the Proposal Conditions, late submissions may be returned to the Proposer.

COST OF OFFER PREPARATION

LPPS shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing presentations, and any expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by LPPS.

ACCEPTANCE OF PROPOSAL CONTENT

All proposals will be reviewed to determine compliance with administrative and mandatory requirements, as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

EVALUATION AND SELECTION

The evaluation of proposals will be accomplished by an evaluation team, to be designated by LPPS, which will determine the proposal most advantageous to LPPS, taking into consideration price and the other evaluation factors set forth in the RFP.

***See Attachment D**



CONTRACT AWARD AND EXECUTION

LPPS reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. LPPS reserves the right to contract for all or a partial list of services offered in the proposal

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by LPPS.

A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

NOTICE OF INTENT TO AWARD

The evaluation team shall compile the scores and make a recommendation on the basis of the responsiveness and responsible Proposer(s) with the highest score(s).

LPPS will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the LPPS within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Livingston Parish School Board Members.

LPPS reserves the right to make multiple awards.

RIGHT TO PROHIBIT AWARD

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

INSURANCE REQUIREMENTS

See Attachment A

DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against LPPS, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. LPPS may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor’s obligations, duties, and responsibilities under this section. Contractor shall obtain the written consent of LPPS before entering into any settlement or dismissal.



LIABILITY AND INDEMNIFICATION

A. Contractor Liability

Contractor shall be liable without limitation to LPPS for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

B. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. LPPS shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

C. Indemnification

Contractor shall fully indemnify and hold harmless LPPS, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from LPPS' act or failure to act.

D. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless LPPS, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by LPPS.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon LPPS' unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.



E. Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

F. Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against LPPS, then, upon notice to the Contractor, LPPS may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

TERMINATION

A. Termination of the Contract for Cause

LPPS may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided LPPS shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then LPPS may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

B. Termination of the Contract for Convenience

LPPS may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ASSIGNMENT

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of LPPS. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of such assignment or transfer shall be furnished promptly to LPPS.

RIGHT TO AUDIT

LPPS shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by all applicable State and Federal law. Records shall be made available during normal working hours for this purpose.



NONDISCRIMINATION AND EQUAL OPPORTUNITY

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the LPPS's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal constitutional statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the LPPS or in the employment practices of the LPPS's contractors. Accordingly, all Respondents entering contracts with the LPPS shall, upon request, be required to show proof of such nondiscrimination.

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or for any other reason. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Contractor and all Subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

RECORD OWNERSHIP

All records, reports, documents, or other material related to any contact resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of LPPS and shall, upon request, be returned by the Contractor to LPPS, at the Contractor's expense, at termination or expiration of the contract.

ENTIRE AGREEMENT/ORDER OF PRECEDENCE

The contract, together with the RFP and addenda issued thereto by LPPS, the proposal submitted by the Contractor in response to the RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

CONTRACT MODIFICATIONS

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.



SUBSTITUTION OF PERSONNEL

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of LPPS. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any LPPS or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside of LPPS or Contractor's reasonable control, as the case may be, LPPS or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in this proposal.

CLAIMS OR CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

CODE OF ETHICS

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

CORPORATE REQUIREMENTS

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

SMALL AND MINORITY BUSINESSES

LPPS encourages the participation of small businesses, disadvantaged business entities, minority owned firms and women business enterprises (MWBES) to participate in this proposal. All bidders/proposers contracting with LPPS are likewise encouraged to use MWBES as part of their proposals.

1. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
2. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
3. Affirmative steps must include:
 - Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs above



Section 2: Scope of Services

Livingston Parish Public Schools is requesting full TPA management services. The following Scope of Services provides a general outline, most of which may be applicable for full TPA management services only.

LPPS will require the performance of the following minimum claims administration services:

- LPPS agrees that it will report claims for Auto Liability and all reports of injury, i.e. WC, GL, and EPL claims for LPPS' self-insured program to TPA. LPPS shall not forward or assign notice of new claims which are covered by this Scope of Services to any claims administrator or third-party other than TPA, except in cases of validated conflict. TPA shall have the right to review the books and records of LPPS for the sole purpose of verifying the total number and types of claims. Any such review or audit shall be conducted by a mutually agreed upon independent third-party.
- TPA shall provide the following claims administration services:
 - Establish an electronic file with respect to each claim and code such claim in accordance with LPPS' standard data requirements
 - Establish an incident-report-only or suspense file for any accident, circumstance, event, or incident where no injury has been reported and/or is anticipated and/or being claimed
 - Promptly investigate all claims (Auto and WC claims only), document the claim file in accordance with standards which have been agreed and otherwise consistent with industry standards which have been agreed and otherwise consistent with industry standards, and recommend the amount of loss and expense reserves to be established with respect to such claim. The file should be readily available for read-only access via the TPA's electronic claims management application or Risk Management Information System (RMIS) that is web-based and shall not require the use of remote desktop, VPN, or other similar functionality. LPPS, or its representative thereof, shall have access on a reasonable basis to any hardcopy files maintained. If the TPA utilizes a "paperless" claims management system, the TPA will be able on request to either provide a hardcopy printout or electronic copy of the complete file.
 - Maintain each claim file with a chronology of all material actions taken with respect to the underlying claim.
 - Promptly furnish all claim forms necessary for proper claims administration
 - Adjust, settle, or resist all claims within the settlement authority granted by LPPS with the express approval of LPPS (Auto and WC claims only)
 - Adjust, settle, or resist those claims in excess of the discretionary settlement authority granted by LPPS with the express approval of LPPS (Auto and WC claims only)
 - Perform all administrative and clerical services in connection with claims involving TPA's handling/administration of claims during the term of the Agreement
 - Respond within twenty-four (24) hours to any injury, complaint, or request to any and all actual, potential, or alleged claims involving injury, death, damage, or loss received from LPPS or other involved party
 - Process each claim in accordance with the published rules, regulations, restrictions, and law of the State of Louisiana and/or ordinances/resolutions of LPPS and in keeping with Fair Claims and Practices and governing case law.
 - Monitor the treatment programs recommended by physicians, specialists, and other health care providers by attending examinations as appropriate and reviewing all reports prepared by them and by TPA performing all investigative activities as may be appropriate
 - Pay all claims and approved Allocated Loss Adjustment Expenses in accordance with the authority granted to TPA by LPPS in the Agreement, as well as pay all applicable benefits, as required by statutes or regulations.
 - At no time shall TPA pay itself or any related firm for any service whatsoever from the Loss Fund Accounts.
 - Investigate and pursue any potential subrogation possibilities when applicable
 - TPA will store LPPS' reported claims data electronically to consist of claim file date, payment record data, and adjusters' notes during the term of Agreement between LPPS and TPA, until one (1) year after the end of Agreement, or during any extension thereof. All LPPS data shall be stored in only one, currently active RMIS system maintained and monitored by TPA. Should LPPS elect not to renew with TPA, a data file extract of all claims data, scanned documents and transactions, as well as the relational mapping between



- all the data, in an ASCII delimited file format, or then mutually agreeable format, shall be made available to LPPS within thirty (30) days of contract termination for data conversion, at no additional charge to LPPS. Any other storage, reload of data, or special services will be handled on an agreed price basis prior to TPA providing such services.
- TPA will furnish to LPPS and/or its designees on a monthly basis, “Loss Runs.” For the purposes of this Scope of Services, “Loss Runs” means a computer-generated listing of claims that have been posted to TPA’s claims administration. These reports and other agreed reports will be transmitted to LPPS by electronic mail in a format which is acceptable to LPPS, including, but not limited to, the EXCEL format suitable for filtering and sorting data.
 - TPA will defer to LPPS’ right to assume the control and handling of any claim at any time, and TPA agrees to deliver promptly any claim file to LPPS upon its request, but without any off-set or deduction from any of the fees or charges paid or payable by LPPS to TPA. LPPS and TPA agree that at all time prior to, during, and after the termination of the Agreement, all claim files are owned by and are the property of LPPS.
 - TPA adjusters will review assigned cases on diary at least every sixty (60) days.
 - TPA will maintain tracking of any and all claims during the term of the agreement, including beyond the retention level until the claim is deemed “closed” and “total payment” is made. TPA’s electronic claims data shall reflect the full value of the claim as appropriate and in coordination with other insurance carrier reporting requirements and responsibilities.
 - TPA shall immediately notify LPPS’ appointed representative of all administrative and judicial proceedings instituted against LPPS and of all administrative and judicial proceedings recommended or available on behalf of LPPS, including, but not limited to, subrogation, and shall work closely with and support counsel prosecuting the case through the conclusion of the claim.
 - LPPS reserves the right to assign the handling of any or all such claims to legal counsel of its choosing.
 - TPA shall promptly provide current certificates of insurance to LPPS before commencing work and upon renewal of such coverages.
 - TPA will be responsible for reporting directly to or placing any specific excess or other insurer(s) or annual aggregate excess insurer(s) and any governmental or regulatory agency on notice of any claim(s) that is/are or may be required to be reported or notice given to such agency or excess insurer(s) under the terms and conditions of any such excess insurance policies available to LPPS. TPA shall continue to handle/administer claims of LPPS once LPPS’ self-insurance retention, either specific or annual aggregate, has been exceeded if mutually agreed to by LPPS and excess insurer(s), provided there is not controversy as to coverage, liability and damages between LPPS and its excess insurer(s).
 - TPA will provide at not expense to LPPS and/or its designees, access to TPA’s electronic claims management application or Risk Management Information System (RMIS) that is web-based and shall not require the use of remote desktop, VPN, or other similar functionality. TPA’s claims management system will at minimum allow LPPS to view claims-payment records, adjuster notes and analysis, and to produce its own reports.
 - TPA will be responsible for the timely completion, filing, and mailing of all 1099-MISC tax forms required of LPPS.
 - TPA shall maintain correct and accurate vendor Federal Employer Identification Numbers (FEIN) and names by requesting FORM W-9 from all vendors, providers, attorneys, etc., as required by the Internal Revenue Service
 - TPA agrees to reimburse LPPS for any penalty/fees imposed on LPPS by the Internal Revenue Service for incorrect data on FORM 1099-MISC as a result of TPA not obtaining accurate data from vendors/providers/attorneys, etc.
 - TPA will be responsible for timely completion, filing, and mailing of the index bureau filings and OFAC checking on each open LPPS claim where bodily injury is being alleged; or where payment falls within financial reporting guidelines.
 - TPA will be responsible for the timely filing of qualified claims with CMS/Medicare in keeping with MMSEA Section 111 of the SCHIP Act at no additional expense to LPPS.
 - TPA shall provide a professional resume of any proposed staff member prior to commencement of his/her handling of LPPS’ claims. Further, TPA shall immediately notify LPPS of any staffing changes and its plan for uninterrupted service to LPPS and LPPS’ claimants. LPPS reserves the right to interview, accept, and



- reject any TPA employee or potential employee to be assigned to the administration of its claims and to review employee claims caseloads.
- The Agreement between LPPS and TPA shall be binding upon the successors and assigns for the parties hereto. This Agreement, being for the personal and professional services of the TPA, shall not be assigned or subcontracted in whole or in part by the TPA as to the services to be performed hereunder without the written consent of LPPS. Any subcontract by the TPA shall not relieve the TPA of its obligations to LPPS under said Agreement.

Section 3: Evaluation

EVALUATION CRITERIA

After the timely receipt of all written Proposals, each Respondent will be evaluated in accordance with the criteria below.

Technical competence and information technology services are clearly important in the determination of a final successful Respondent. LPPS reserves the right to conduct interviews with key personnel or references regarding any aspect of the Response and/or to request additional information or clarification thereof.

LPPS and/or its designated representative(s) will review and evaluate the Proposals based on the following criteria:

- Methodology and resources applied to fulfill the scope of services, staffing and organization of key management and claims adjusting personnel who are assigned to the project.
- Information Technology services, ease of use, ad hoc capabilities
- Cost of services
- Experience as a School Board TPA
- Quality of references

Section 4: Terms and Conditions

LPPS will require the successful Respondent to enter into an Agreement for TPA services. Mutually acceptable Agreement terms, conditions, and pricing will be negotiated and shall include, but not necessarily be limited to, the following topics:

1. Agreement as to the pricing/compensation schedule for the TPA services
2. A listing of the services expected from the TPA and the basis of the cost to LPPS for those services.
3. The insurance requirements that TPA will meet and maintain throughout the term of the Agreement.
4. Mutual hold harmless, indemnification and waiver of subrogation provisions.
5. A formula for dispute resolution with Livingston Parish, Louisiana law and jurisdiction.
6. The intent of the TPA to endorse non-discrimination practices and policies.
7. The term of the Agreement to include the methodology for TPA performance review.
8. Agreement cancellation provisions.
9. Respondent is invited to submit a copy of its preferred form of Agreement in WORD or PDF format.
10. Indemnification agreement and waiver in favor of LPPS between the TPA and their vendors and service providers who will assist in the servicing of the account.



Section 5: Attachments

All attachments **must** be filled out and returned with proposal.

Use the checklist below to ensure all attachments have been completed and addenda have been acknowledged.

CHECKLIST

Attachment	Completed (Insert Check or Initial)
Attachment A: Contractor Insurance Requirements	
Attachment B: Statement of Assurance, Compliance, and Non-Collusion	
Attachment C: Proposer Information	
Ten-Year Loss Run (Separate Excel Spreadsheet) for Pricing Purposes	

Addenda (if applicable)	Completed (Insert Check or Initial)
Addenda #1	
Addenda #2	
Addenda #3	



ATTACHMENT A – CONTRACTOR INSURANCE REQUIREMENTS

GENERAL

- Insurance carrier to have Best rating of “A” or above or be a qualified self-insured with “A” rated reinsurance; preference will be given to admitted (LIGA) insurers
- Certificate of Insurance must be provided, and it must be issued by an Agent or Insurer
- Livingston Parish School Board must be listed as Certificate Holder
- Operations to be performed by contract to be shown on Certificate
- 30-day notice required for cancellation (other than non-payment), non-renewal, material change
- 10-day notice required for cancellation due to non-payment
- Insurance carrier to have Best rating “A” or above or be qualified self-insured with “A” rated reinsurance; preference will be given to admitted (LIGA) insurers
- Contractor must provide required insurance documents within 5 business working days of notice

LIABILITY

- Commercial General Liability on Occurrence Form
- Include Contractual Liability to cover any hold harmless/indemnification agreement in favor of Livingston Parish School Board
- Include Livingston Parish School Board as Additional Insured
- Include a Waiver of Subrogation in favor of Livingston Parish School Board
- Include Primary and Non-contributory wording in favor of Livingston Parish School Board
- Limits:
 - \$2,000,000 General Aggregate of aggregate applies per policy or
 - \$2,000,000 General Aggregate if aggregate applies per project:
 - \$1,000,000 CSL Each Occurrence
 - \$1,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal Injury
 - \$100,000; Fire Damage Legal (subject to review based on specific job and/or location)

AUTOMOBILE

- \$1,000,000 CSL for any Owned, Non-owned or Hired Automobiles
- Additional Insured and Waiver of Subrogation in favor of Livingston Parish School Board

WORKERS COMPENSATION

- \$1,000,000/1,000,000/1,000,000 Employers Liability
- Waiver of Subrogation in favor of Livingston Parish School Board

OTHER

- Specific endorsements or coverage or removal of exclusion(s) as deemed necessary

Authorized Signature: _____

Printed Name: _____

Title and Company: _____

Date: _____



ATTACHMENT B - STATEMENT OF ASSURANCE, COMPLIANCE, AND NON-COLLUSION

Livingston Parish Public Schools
Livingston, Louisiana

Statement of Assurance, Compliance and Non-Collusion

State of Louisiana
Parish of Livingston

1. The undersigned, as Vendor, certifies that every provision of this Submittal has been read and understood.
2. The Vendor hereby provides assurance that the firm represented in this Submittal:
 - a. Shall comply with all requirements, stipulations, and conditions as stated in the submittal document; and
 - b. Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
 - c. Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
 - d. No person associated with Vendor's firm is an employee of LPPS. Should Vendor, or Vendor's firm have any currently existing agreements with LPPS, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - e. That such agent as indicated below is officially authorized to represent the firm in whose name the submittal is submitted.

Name of Vendor: _____

Name of Agent: _____ Signature & Title: _____

Address: _____

City, State, & Zip: _____

Telephone: _____ Fax: _____

Email: _____

Subscribed and sworn to me this _____ day of _____, 2024.

Notary Public
NOTARY SEAL



ATTACHMENT C - PROPOSER INFORMATION

The Proposer shall furnish items and services identified under description in accordance with Special Conditions/Provisions, requirements and all other terms and conditions as set forth elsewhere herein. By executing this document, the Offeror is agreeing to and acknowledging the acceptances of the responsibility to provide all as specified; this page must be submitted with the Offer. The Offeror also understands by executing and dating this document, proposed prices/costs shall hold firm for a period of not less than *three hundred, sixty-five (365)* calendar days after the date of the solicitation award.

Company Name:	
Name of Agent (Print or Type):	
Title:	Date:
Signature of Agent:	
Telephone #:	Fax #:
Federal Identification Number:	
Address:	

Subscribed and sworn to me this _____ day of _____, 2024

My commission expires: _____

Title: _____

(Must be notarized by a Notary Public)

SEAL



ATTACHMENT D - EVALUATION AND SCORING CRITERIA

Evaluation and Scoring Criteria	Points
Methodology/Resources	25
IT Services	25
Cost of Service	15
Experience with School Boards	20
Quality of References	10
Small Business, DBE, MWBE	5

Methodology and Resources: How does the methodology and resources provided fulfill the Scope of Services, staffing and organization of key management of claims adjusting personnel who are assigned for the project.

IT Services: Score dependent on the ease of use and ad hoc capabilities of the information technology services utilized by Proposer.

Experience with School Boards: Score dependent on the number and size of school boards currently or previously represented by proposing TPA.

Quality of References: Size of company, years in business, and similarities in claim types will be utilized for scoring decisions.

Small Business, DBE, MWBE: LPPS encourages the participation of small businesses, disadvantaged business entities, minority owned firms and women business enterprises (MWBEs) to participate in this proposal.



Scoring

	Possible Score
Evaluator A	100
Evaluator B	100
Evaluator C	100
Evaluator D	100
Evaluator E	100
Evaluator F	100
Total	
Discarded Top Score	-100
Discarded Bottom Score	-100
Adjusted Total	400

Proposals will be reviewed by a committee consisting of six (6) individuals representing the following fields:

- Transportation
- Child Nutrition Services
- Business Services
- Risk Management
- Human Resources
- Assistant Superintendent

Each Proposer will be evaluated on the criteria listed above and can earn a total of 600 points of which the highest and lowest scores will be discarded and the adjusted score will be the basis of selection. The adjusted score can range from 0-400 and the Proposer with the highest adjusted score will be recommended before the board for approval as the most advantageous Proposer.