

PURCHASING SERVICES DEPARTMENT

RFP 97/98-30

REQUEST FOR PROPOSAL

**WORKERS'
COMPENSATION**

Issue Date: Tuesday, April 7, 1998, 9:00 a.m.

Closing Date: Tuesday, April 21, 1998, 11:00 a.m.

All Times Are In Local Time

SUBMITTAL LOCATION

LANE COMMUNITY COLLEGE
PURCHASING SERVICES DEPARTMENT
4000 EAST 30TH AVENUE
EUGENE OREGON 97405-0640

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This package consists of 26 consecutively numbered pages.

PURCHASING SERVICES DEPARTMENT

1) INVITATION

Lane Community College of Eugene, Oregon, hereinafter, "**College**," invites proposals from a limited number of INSURANCE PROVIDERS (hereinafter, "**Proposer**," or "**Service**," or "**Company**," or "**Provider**" or "**Contractor**") to provide **Workers' Compensation and Employer's Liability Insurance Coverage** to the College for up to three years. Interested firms which are licensed to provide these services in the state of Oregon and which qualify in accordance with the requirements stated herein are invited to submit proposals to accomplish the Scope of Work defined within this invitation.

Lane Community College, a Community College District created within the context of Oregon Revised Statutes, is an Equal Opportunity Employer.

2) SUBMITTAL OF PROPOSALS

Interested firms may submit responses to this invitation by completing the requested documentation herein and submitting it to:

**Lane Community College
Purchasing Services Department
4000 East 30th Avenue
Eugene Oregon 97405**

within a sealed envelope clearly marked with the words:

Response to RFP 97/98-30 Enclosed

not later than:

April 21, 1998, 11:00 AM.

DELIVERY IS THE SOLE RESPONSIBILITY OF THE PROPOSER. PROPOSALS NOT RECEIVED BY 11:00 A M ON THE DUE DATE WILL BE RETURNED UNOPENED.

Lane Community College

**Robert Baldwin, Procurement Specialist
Purchasing Services**

END OF PART I

PART II: INSTRUCTIONS TO PROPOSERS

1) ABSOLUTE REQUIREMENTS

There are five requirements that the Proposer shall meet in order to qualify for consideration for award of the work specified herein. They are:

- a) The Proposer shall have not less than five years' experience, not less than two of which are within the State of Oregon, in providing all the types of services required within the Scope Of Work stated herein;
- b) The Proposer shall be currently licensed to provide Workers' Compensation and Employer's Liability Insurance within the State of Oregon by the Insurance Commissioner of the State of Oregon;
- c) The Proposer shall demonstrate, to the College's satisfaction, ability to write insurance in the Workers' Compensation and Employer's Liability field and shall demonstrate a proven history of writing such insurance for public agencies, educational institutions and school districts;
- d) The Proposer shall maintain, in the State of Oregon, not less than one office with not less than two full-time agents licensed by the State of Oregon primarily for the provision of the type of insurance defined herein; and,
- e) The Proposer shall not have a record of substandard work; the College will verify this requirement by communication with a variety of clients and agencies including agencies of the Federal government and as many other references as may be desired.

2) COMPETITION

Respondents are encouraged to comment, either with their proposals or at any other time, in writing or verbally, on any specification or requirement within this RFP which the respondent believes will inordinately limit competition.

3) COMPLAINTS AND INEQUITIES

Any complaints or perceived inequities related to this RFP or award of work referenced herein shall be in writing and directed to the Director of Purchasing Services at the proposal submittal address on the cover page of this RFP and shall be received not later than seven (7) calendar days following the RFP issue date. Such submittals will be reviewed upon receipt and will be answered, albeit on a preliminary basis, within five (5) calendar days of receipt by the College.

4) COST OF RFP AND ASSOCIATED RESPONSES

This RFP does not commit the College to paying any costs incurred by any Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

5) RIGHT TO CLARIFICATION AND ADDITIONAL RESEARCH

The College reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the firm's proposal. The College may obtain information from any legal source for the clarification of any proposal or for information on any Proposer including, but not limited to, police files, insurance files and agencies, credit bureaus and professional organizations. The College need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

6) REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding services and coverage, clarification of the College financial systems or any additional information shall be submitted in writing directly to the Director of Purchasing Services at the address in the invitation. All requests for clarification of any part of this solicitation or for additional information shall be submitted in writing on or before ten (10) working days prior to the proposal opening. Answers shall be provided to all Proposers of record on the date that answers are available.

7) PREVAILING OPINION

Should any doubt or difference of opinion arise between the College and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the College shall be final and binding upon all parties.

8) QUANTITY OF PROPOSALS

Each proposing firm shall submit **one original and five identical copies** of its proposal. Proposals shall be identified on the cover sheet or front page as "Original" or "Copy" as applicable.

9) REJECTION OF PROPOSALS

The College reserves the right to reject any or all proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- a) Failure of the Proposer to adhere to one or more of the provisions established in this RFP;
- b) Failure of the Proposer to submit a proposal in the format specified herein;
- c) Failure of the Proposer to submit a proposal within the time requirements established herein;
- d) Failure of the Proposer to adhere to ethical and professional standards before, during or following the proposal process.

The College may reject any proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all proposals upon a finding of the College that it is in the public interest to do so.

10) PROPOSAL OWNERSHIP

All proposals submitted become and remain the property of the College and, as such, are considered public information and subject to public disclosure within the context of the Freedom Of Information Act.

11) SELECTION PROCESS

The following steps shall be taken to analyze and rank the proposals, and to finalize an agreement for the provision of insurance services.

- a) Written proposals submitted to the College in accordance with this RFP will be evaluated by a review committee consisting of appropriate college staff.
- b) Interviews of candidate firms will be held at the discretion of the committee. Based on the evaluations of written proposals and interviews, if any, the committee will rank the proposals.
- c) Proposers shall be ranked by the review committee based on evaluation of all responses, applying all criteria and oral interviews, with the first ranked firm being that firm which is deemed to be the most appropriate and fully able to perform the services and the second-ranked firm being the next most appropriate and fully able to perform the services, etc., all in the sole judgement of the review committee.
- d) Respondents will be ranked in the format of Appendix B to this RFP. Any firm's response to this RFP shall be considered de facto permission to the College to disclose Appendix B and associated summary, when completed, to selected viewers of the college's choice.
- e) The review committee will then recommend to the Director of Personnel Services a ranked list of prospective firms that meet the qualifications described in this RFP.
- f) The committee, in association with the Director of Personnel Services shall select one candidate firm from the aforementioned list and recommend to the President of the College and its Board of Education award of the subject work to that selected firm.
- g) If the recommendation is approved by the President and the Board, a Purchase Order for one year's services will be issued to the recommended firm. If, for any reason, the first-ranked firm is unacceptable to the President or the Board, the second-ranked firm will be recommended. This process will be repeated until a firm acceptable to the College is identified.
- h) It is the intent of the College to award the contract on the basis of the most competitive offer considering coverage, premium cost, and services to be provided (per OAR 125-310-140).

12) AWARD PROCESS

Award of the contract is for one year at a time and is accomplished by the issue of an annual Purchase Order incorporating this entire Request for Proposal, the Proposer's response and any clarifications, addenda or additions which may evolve during the process of invitation, analysis and selection. All these documents constitute the "contract documents." It is the intent of the College to renew for

four additional years for a total of five consecutive years of service or as may be further extended as described in the General Conditions.

13) **CONTRACT MANAGEMENT**

By delegation from the Board of Education through the President of the College, the Director of Personnel Services is the contract manager for all the work described herein and shall manage the insurance services on behalf of the College.

The Contractor shall not release news or make any statements to the public, press, or other media relating to matters pertinent to the subject insurance activities of the College or of related entities, without prior approval from the Director of Personnel Services.

14) **TIMING**

The following schedule meets the College's desire to have a firm selected by July 1, 1998, for provision of the subject insurance services for the 1998/99 fiscal year (some variations in the schedule may occur).

Issue RFP	4/07/98	
Close RFP (responses due)	4/21/98	
Evolve Ranked List	4/28/98	
Recommend Firm to Board	4/30/98	
Board Selection and Approval	5/13/98	
Notification of Award		5/15/98
Conversion/Cutover	7/01/98	

15) **CONDITIONS OF SUBMITTAL**

By the act of submitting a response to this invitation the Proposer certifies that:

- a) The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the Board of Education or other officer, employee, or person, whose salary is payable in whole or in part by Lane Community College, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof;
- b) By submission of a proposal the Proposer certifies that price offerings have been arrived at independently and completely without collusion with another Proposer. **The Proposer further certifies that all rates and plans submitted in response to this solicitation are currently authorized by the Oregon Insurance Commissioner for use in Oregon by that Proposer as of July 1, 1998.**
- c) The Proposer has examined all parts of the Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its Proposal is accepted, the Proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.
- d) The Proposer is duly licensed by the Insurance Commissioner of the State of Oregon to provide the services herein requested and, if selected to provide those services, shall remain so licensed for the duration of the provision of services.

END OF PART II

PART III: CONTRACT CONDITIONS

THIS AGREEMENT is entered into by and between Lane Community College, a public corporation of the State of Oregon, hereinafter called COLLEGE, and the selected firm, hereinafter called CONTRACTOR.

WHEREAS, the College has need for the services of a PROVIDER OF WORKERS' COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE with the particular training, ability, knowledge, and experience possessed by the CONTRACTOR, in consideration of the fees shown in attachments the CONTRACTOR agrees to provide during the period indicated in the attached documents the INSURANCE services indicated herein.

In providing these services, it is understood and agreed that all conditions herein shall apply to all services rendered within the context of this invitation and resulting award.

1) CONTRACTOR STATUS

Contractor is engaged as an independent contractor and shall be responsible for all Federal and State taxes as applicable to this contract and the payments made therewith.

2) CONTRACTOR EMPLOYMENT

Contractor will not be performing the subject work under the direct control of the College or any of its personnel.

3) REPORTING OF PAYMENTS

The College shall report the total amount of all payments to the contractor including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

4) ELIGIBILITY FOR PUBLIC ASSISTANCE OR SUPPORT

Contractor shall not be eligible for any Federal Social Security, State Worker's Compensation, Unemployment Insurance, or Public Employees' Retirement System benefits from subject contract payments, and contractor shall be responsible for same as a self-employed individual/firm.

5) INDEMNIFICATION

Contractor agrees that performance under this contract is at Contractor's sole risk and that the Contractor shall carry "errors and omissions" insurance for the purpose of indemnifying the College's Board of Education, agents, officers and employees, from any and all liability for damages, costs, losses and expenses resulting from, arising out of, or in any way connected with **the Contractor's failure to perform fully hereunder.**

In the event any such action or claim is brought against College, Contractor shall, upon notice of the expense, promptly satisfy any judgement adverse to College and shall reimburse College for any loss, cost, damage or expense (including legal fees) suffered or incurred by College.

6) LEGAL COSTS AND VENUE

In the event of litigation involving the terms and conditions of this contract or the performance hereunder, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the losing party, including all such fees, costs and expenses of appeal.

State of Oregon law shall prevail throughout the execution of this contract and any performance hereunder. Any litigation undertaken with respect to the execution of, or performance within the context of, this contract shall take place within the State of Oregon and State of Oregon Laws shall prevail throughout any such litigation.

All actions relating to this contract shall be tried before the courts of the State of Oregon to the exclusion of all courts which might have jurisdiction apart from this provision. Venue in any action shall lie in the Circuit Court of Lane County, Oregon.

7) RECOVERY OF COSTS IN EVENT OF TERMINATION

In the event of a termination of this contract by College because of a breach by Contractor, College may complete the work by contract with another appropriately qualified firm. Contractor shall be liable to College for any costs or losses incurred by College arising out of or related to the breach, including costs incurred in selecting other Contractors, time-delay losses, attorney fees and the like, less the remaining unpaid balance of the consideration provided in this contract. College may withhold payment of sums due Contractor for

work performed to the date of termination until College's costs and losses have been determined, at which time College may offset any such amount due Contractor against the costs and losses incurred by College.

8) RECORDS AND INSPECTION OF SAME

Contractor shall maintain its records generated within the context of this contract for a period of not less than three full fiscal years following completion of the annual review. Upon reasonable advance notice, College or its authorized representatives may from time-to-time inspect and make appropriate copies of Contractor's records that relate to this contract. This paragraph does not apply to claim files.

9) INSURANCE

Contractor shall maintain in force for the duration of this contract the insurance coverage specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which College may carry. A copy of each policy or a certificate satisfactory to College shall be delivered to College prior to commencement of the work each year. Unless otherwise specified, each Certificate of Insurance shall show an insurance carrier licensed to do business in the State of Oregon and shall contain an endorsement entitling College to not less than 30 days prior written notice of any material change, non-renewal or cancellation.

The adequacy of all insurance required by these provisions shall be subject to approval by the College. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination of this contract by College. All submittals in satisfaction of this paragraph shall be directed to the Director of Purchasing Services.

10) COMPREHENSIVE GENERAL LIABILITY

Contractor shall maintain a broad form comprehensive general liability insurance policy with coverage of not less than \$500,000 combined single limit per occurrence, with aggregate of \$1 million, for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement naming College as an additional insured, in a form satisfactory to College, and shall expressly provide that the interest of College shall not be affected by Contractor's breach of policy provisions. All submittals in satisfaction of this paragraph shall be directed to the Director of Purchasing Services.

11) WORKERS' COMPENSATION

Contractor shall maintain a current policy of workers' compensation coverage. Contractor shall comply with the Oregon Workers' Compensation law (ORS 656) by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide College with such further assurances as College may require from time to time that Contractor is in compliance with these workers' compensation coverage requirements and the workers' compensation law. All submittals in satisfaction of this paragraph shall be directed to the Director of Purchasing Services.

12) PROFESSIONAL LIABILITY INSURANCE

Contractor shall maintain professional liability insurance providing coverage in an amount not less than \$1,000,000, with a deductible of not more than \$10,000, to protect Contractor from claims for errors or omissions arising from Contractor's work under this agreement. The adequacy of the insurance shall be subject to approval by the College. Failure to maintain professional liability insurance in accordance with this paragraph shall be cause for immediate termination of this contract by College. All submittals in satisfaction of this paragraph shall be directed to the Director of Purchasing Services.

13) LIMITATION OF LIABILITY

The College agrees that the Contractor's liability hereunder for damages shall not exceed the charges paid before the error was discovered. The Contractor shall not be liable for consequential damages including, but not limited to, lost revenues and profits.

The Contractor shall not be liable for failure to perform its obligations herein when such failure is unequivocally the result of acts beyond the Contractor's control; some, but not all, such acts are acts of God or of the public enemy, acts of local, state or federal government in either their sovereign or contractual capacity, fires, floods, civil disobedience, strikes, lock-outs, freight embargoes, inclement weather, errors or defects in the data supplied by the College, etc.

14) SUBCONTRACTING

Contractor shall not subcontract its work under this contract, in whole or in part, without College's prior written approval. Contractor shall require any approved subcontractor to agree, as pertains to the portion subcontracted, to comply with all obligations specified in this contract. Notwithstanding College's approval of a subcontractor, Contractor shall remain obligated for full performance of this contract and College shall incur no obligation to any subcontractor.

15) **ASSIGNMENT**

Contractor shall not assign this contract, in whole or in part, or any right or obligation hereunder, without College's prior written approval.

16) **INDEPENDENT CONTRACTOR**

Whether Contractor is a corporation, partnership, other legal entity, or an individual, Contractor is an independent Contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that Contractor is a self-employed person and has special expertise as to the services which Contractor is to perform and that Contractor is customarily engaged in the independent performance of the same and/or similar services for others. The manner in which the services are performed shall be controlled by Contractor; however, the nature of the services and the results to be achieved shall be specified by the College. Contractor is not to be deemed an employee or agent of College and has no authority to make any binding commitments or obligations on behalf of College except to the extent expressly provided herein.

17) **OWNERSHIP OF WORK**

All reports from the Contractor which result from this contract shall be the exclusive property of College and shall be delivered to the College upon completion of the work or the termination of this contract.

18) **NOTICES**

Notices in compliance with this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to ---:

College: Address on Cover of this RFP

Contractor: Address given in Response Documents to RFP

or such other address as either party may provide by notice given in accordance with this provision.

19) **INTEGRATION**

This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and understood to be the "contract documents.". This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties. If any of the provisions herein are determined to be invalid under any local, state or federal statute, regulation, or rule of law, such provision shall be deemed omitted from this document.

20) **PAYMENT TERMS**

Monthly, if appropriate, the Contractor shall submit to the College an invoice for premiums due rendered on the Contractor's letterhead or other standard form entitled, "Invoice" or "Billing." Payment on undisputed premiums will be made within 15 calendar days of receipt of invoice. Should payment not be made within this period the Contractor shall be permitted to charge a maximum interest on late payments of 12% per annum (1.00% per month). Disputes will be addressed and attempts for resolution will be made within ten calendar days of receipt of invoice.

21) **CONTRACT ENGAGEMENT TERM AND CONDITIONS THERETO**

This contract, unless otherwise interrupted or canceled, shall be valid for three consecutive years from the date of initiation and will be renewed by Purchase Order for consecutive one-year periods unless terminated in accordance with the conditions outlined below. Specifically, these periods shall be---:

First Year:	Contract begins on July 1, 1998 and ends on June 30, 1999;
Second Year:	Contract begins on July 1, 1999 and ends on June 30, 2000;
Third Year:	Contract begins on July 1, 2000 and ends on June 30, 2001;
Fourth Year:	Contract begins on July 1, 2001 and ends on June 30, 2002;
Fifth Year:	Contract begins on July 1, 2002 and ends on June 30, 2003

The contract engagement term and annual contract may be canceled by the delivery of a certified letter from the President of the College, at his or her sole discretion, giving thirty days' notice of intent to cancel. If such notice is promulgated, the notice shall give reason for termination of the contract. Valid reasons, for example, may be for lack of funds, for poor performance of the Contractor or for any other documentable reason. At the end of the thirty day period, if the notice is not rescinded by certified or registered mail from the President, the contract shall be deemed to have been canceled and the College shall have no further obligation or liability under the terms and conditions of the contract.

The annual contract shall be renewed each year by Purchase Order. The issuance of the Purchase Order is the formal award process

and the technical method to permit the College to provide payment under the terms of the contract. The paragraph directly above delineating termination procedures, shall be required if annual Purchase Orders renewing the contract are not to be promulgated. In every case, the enabling Purchase Order shall incorporate this document in its entirety, the Contractor's response submitted in answer to the invitation herein, and any other modifying documents such as cumulative change orders, addenda and recalculated fee schedules. These documents, in their entirety, shall be known as the contract documents and shall, in their entirety, state and control the activities of the parties to this contract.

The Proposer shall state clearly in his/her proposal, the conditions and penalties to be charged to the College in the event of termination of this contract at any other time of year than on June 30th of any contracted year.

22) SUBSEQUENT YEAR PREMIUMS

For each fiscal year that this contract is renewed a new schedule of estimated premiums for shall be calculated. The schedule of premiums applicable to the first contract year shall be those submitted with the selected proposal as may be modified during the clarification, award and ongoing experience process. Thereafter, each year's proposed/estimated new premiums for the July 1 through June 30 period shall be submitted to the College for review not later than the immediately preceding May 1.

23) PERFORMANCE STANDARDS

All work performed within the context of this agreement shall be in accordance with---

- i) Oregon Revised Statue Chapter 656; and,
- ii) Oregon and local laws and regulations; and other Federal, State and Local laws and regulations as may be applicable to the College.

END OF PART III

PART IV: SCOPE OF WORK

1) SCOPE OF WORK - GENERAL DESCRIPTION

The Contractor shall perform all the work defined in this section at the rates and charges and under the conditions set forth herein and in the attachments. For special services which may be required from time to time not set forth herein the charges shall be the then current published or standard industry rates for the particular activity.

2) GENERAL REQUIREMENTS

- a) The Contractor shall be totally responsible for provision and administration of the College's workers' compensation and employer's liability insurance and shall do so in compliance with all federal and state regulations. This includes complete responsibility for investigation and processing of workers' compensation claims.
- b) The College shall provide all information and data to the Contractor on each claim reasonably required for the Contractor to administer such insurance on forms supplied by the Contractor. This data may, by mutual agreement, be transferred by magnetic tape, optical disk or other data transfer method.
- c) The Contractor shall supply User Documentation to the College at the beginning of each contract period and shall update such documentation on a regular basis.
- d) The initial conversion of all accounts to the Contractor's computer system shall be the responsibility of the Contractor; however, the College shall assist in any way possible to make this conversion as smooth, effective and timely as possible. The Contractor shall evaluate the College's records and shall recommend the most appropriate method of conversion; close communication shall be maintained between the College and the Contractor during the conversion process.
- e) The Contractor shall provide all necessary training, without charge, during and after conversion.
- f) The Contractor shall review the entire account and coordinate with the College in order to ensure that all information is accurate and complete.
- g) The Contractor shall be totally responsible for issuing and mailing all applicable notices in compliance with all federal and state regulations, shall bear all costs for such printing and mailing and shall use all available sources to obtain a new address when mail is returned to the Contractor's office.
- h) The Contractor shall be responsible for all data entry (file maintenance and adjustment information shall be furnished by the college to the Contractor in memo form, preprinted forms or on the Contractor's forms, at the discretion of the College).
- i) All records and files pertaining to the College's accounts shall be made available for audits at the request of authorized federal and state auditors.
- j) The Contractor shall provide injured worker assistance such as return-to-work counseling and assistance, rehabilitation, and other consultant services as may be required.
- k) The Contractor shall provide, without charge, assistance and guidance on all matters relating to the Labor-Management Safety Committee.
- l) The Contractor shall provide, without charge, assistance in litigation and appeals of claims and other workers' compensation-related legal actions which are normally considered to be part of the claims administration process.
- m) The Contractor shall provide, without charge, consultation on worker safety programs, accident risk
- n) The Contractor shall provide legislative updates and interpretations of same on both federal and state levels relating to all the above activities.
- o) The Contractor shall have staff available to attend day-to-day meetings as necessary and reasonable on all the above topics without charge.

3) INSURANCE COVERAGE REQUIREMENTS:

Provide an estimate of the annual premium, projected experience modification and standard premium that the Proposer tenders for workers' compensation and employer's liability coverage for the period commencing July 1, 1998 and expiring June 30, 1999. **Use an Experience Rating Modification of 0.81 throughout all calculations.** Detailed reports on the College's past accident frequency/cost experience for the last four fiscal years are attached for information only. Estimates shall be based on the following projections of annual payroll for 1998-99:

<u>Code</u>	<u>Classification</u>	<u>Annual Payroll</u>
7380	School Bus Driver	1,659
7421	Aircraft Operators (employer's business)	834
7422	Aircraft operators (instructors)	69,177
8868	Professional employees (teachers, clerks, administrators, etc.)	32,181,435
9101	All others (custodians, maintenance workers, etc.)	2,367,201
9349	Food services workers	316,122

4) INCURRED LOSS CASH FLOW AND/OR RETROSPECTIVE RATING PLAN

Provide complete information on the Proposer's terms, plans and premiums for provision of an **Incurred Loss Cash Flow / Retrospective Rating Plan. Restrict data to a one-year plan with an estimated maximum premium liability of \$210,000 and a loss conversion factor of 1.20.** Please do not submit a variety of non-substantive variations. If the College desires additional information or permutations and combinations it will ask for same.

5) PREMIUM AND RATING HISTORY

The college's 1997-1998 Experience Rating Modification is 0.81. Use this value in all standard premium estimates.

The college's last four years' workers' compensation standard premiums have been:

<u>YEAR</u>	<u>PREMIUM</u>
1994-95	\$356,117
1995-96	331,095
1996-97	331,344
1997-98	225,252 (Projected annual as of 3/10/98)

6) ADDITIONAL DEFERRED PREMIUM PLANS

Provide complete information on the Proposer's plans and premiums for provision of retrospective rating plans, other than those shown in response to Paragraph 4) above, specifically designed for deferring premiums. **Limit responses to one-year plans with estimated maximum premium liability of \$210,000 and loss conversion factors of 1.20.**

7) EMPLOYER'S LIABILITY INSURANCE:

In compliance with state law the contractor shall provide, without additional cost, employer's liability insurance based upon the following coverages---:

Bodily Injury by Accident	----	\$ 100,000	each accident,
Bodily Injury by Disease	----	\$ 100,000	each employee,
Bodily Injury by Disease	----	\$ 500,000	policy limit.

8) PERIODIC REPORTS

The Contractor shall provide the reports and associated information on all claims in the portfolio on a regular basis and as required by the College from time to time. Such reports shall include, at a minimum, the following data: payments, reserves (and future loss reserves), additional claims, new claims, claim rulings, reversals, claim costs, lost workdays, future loss reserves, payments, settlements, filings, retro evaluations, names, dates, etcetera.

9) TECHNICAL ASSISTANCE

As a part of the overall insurance contract and included in the proposed premiums for the overall services, the College expects to receive from the Contractor a variety of technical assistance throughout each fiscal year. This assistance would include answers to loss control, self-insurance, safety, billing, accounting, reporting, or internal control questions which could require telephone conversations of five or ten minutes in length. These types of assistance shall be rendered within the context of the overall fee and shall not be charged in addition to the agreed upon premiums unless approved in advance as discrete items and paid for separately by separate Purchase Order under the title of "fee for consulting service."

10) CHANGES OF SCOPE AND ADDITIONAL WORK

The Contractor may be requested to perform special projects for the College. Because of variations in the demand for additional services from year to year, such work shall be agreed upon in advance, contracted for, provided, and billed separately to the College on a pre-arranged basis. All such work shall be defined within a discrete Purchase Order stating services and fees.

Unforeseen legal expenses which are traditionally not part of the customary claims administration process shall be included in this section.

11) *ELECTIVE REPORTS*

The Contractor is encouraged to make reports to the contract administrator, in letter form, which include any findings, observations, opinions, comments or recommendations relating to loss control, general coverage, alternates and/or options, billings, internal control, accounting systems, data processing, compliance with laws, rules and regulations, or any other matters that come to the attention of the Contractor during the course of the contract and, in the opinion of the Contractor, warrant the attention of management. Such recommendations shall not be construed as special or additional studies, but shall be treated simply as good business practices on the part of the Contractor.

END OF PART IV

PART V: COLLEGE GENERAL AND FINANCIAL DATA

1) BACKGROUND

Lane Community College is a comprehensive community college whose mission is to provide accessible, affordable, high quality, lifelong education. The college is a political subdivision known as a Community College District. It encompasses some 84 departments and various administrative functions. The College operates on a general fund of approximately \$51,350,000 and administers an additional \$28,500,000 in non-general fund accounts.

The College educates approximately 13,000 Full-Time-Equivalent students each year while serving just under 40,000 individuals of all ages in various educational categories. Of these, approximately 15,000 enroll in credit classes; the others enroll in Lane's non-credit community education opportunities.

2) EMPLOYMENT

Lane employs a work-force of approximately 1900 full-time and part-time staff. Of this total, approximately 790 are full-time employees. Classified employees are represented by the Oregon Federation of Teachers and faculty employees are represented by the Oregon Education Association. A majority of the employees work at one of the five college facilities in the Eugene-Springfield metropolitan area. The remainder work in Cottage Grove or Florence.

3) ASSETS

The College consists of a Main Campus on which is housed about 90% of the total assets. Other assets, both real and personal, are contained on campuses in Florence, Cottage Grove, Eugene (LCC Downtown Center) and Eugene Airport (Flight Technology and Return-to-Service Hangar) and other locations. In all, there are approximately forty buildings valued at approximately \$80,000,000 (at original cost including additions and modifications but not including land value) and 12,000 line items comprising the personal property (fixed assets) roster with total original value of approximately \$13,500,000.

4) ACCOUNTING SYSTEMS

The College, for financial reporting purposes, is an economic unit comprised of multiple funds and account groups.

The College currently maintains 115 reporting funds, of which 91 are governmental fund types, 19 are proprietary funds and five are fiduciary funds. For reporting purposes, the modified accrual basis of accounting is used for governmental and fiduciary fund types, while the accrual basis of accounting is used for proprietary trust funds. The College has established two account groups, General Fixed Assets and General Long-Term Debt, to maintain control and accountability over the College's general fixed assets and general long-term obligations.

5) BUDGET DISTRIBUTION BY FUND ALLOCATION

The following allocations are approximate and are offered only to provide a sketch of the operations of the College. Complete financial details of operations may be obtained from the College Budget Analyst (also see attachments).

FUND	APPROXIMATE BUDGET ALLOCATION
General Fund	\$ 57,300,000
Internal Service Funds	17,000,000
Special Reserve Fund	16,000,000
Capital Projects Fund	50,000,000
Financial Aid Fund	13,300,000
Auxiliary Fund	400,000
Endowment Fund	200,000
Enterprise Fund	7,000,000
Approximate Total	\$ 161,200,000

6) BOND FUNDS

In 1994 the Lane County taxpayers approved the issue of a general obligation bond in the amount of \$42,900,000. These funds will provide for approximately \$32,000,000 in new construction, \$5,000,000 in remodel work and \$5,000,000 for capital asset acquisition, all in addition to those funds shown directly above. The funds are planned to be obligated, for the most part, during FY 98/99 and FY 99/00.

PART VI: PROPOSAL CONTENT AND ANALYSIS

1) **PROPOSAL ANALYSIS PROCESS**

Proposals shall be analyzed on the following basis:

- a) Proposals will be read by the members of the review committee. Proposals will be divided into two groups, those which are considered responsive and responsible, and those which are not. Of those considered responsive and responsible, proposals will be ranked in terms of the evaluation factors shown in Appendix B;
- b) Proposed fees will then be considered and a subjective judgement will be made as to the final ranking of Proposers.

Note: "Responsive" means that the proposal has complied with all the requirements of this invitation;

"Responsible" means that the Proposer has been truthful, that pertinent negative information has not been withheld, that the proposal is not a sham, that the named staff are qualified as specified, and that the Proposer, in the judgement of the College, is capable of performing the work.

2) **BASIC FACTORS FOR CONSIDERATION**

During the technical evaluation of all qualifying proposals the primary factors which will be considered within the category of "responsibleness" include (but are not limited to):

- a) *A clear understanding of the work to be performed*, demonstrated by the comprehensiveness and appropriateness of the proposal;
- b) *The Proposer's ability to undertake an insurance contract of the size indicated*, demonstrated by the size and organizational structure of the firm;
- c) *Specific technical experience* of the firm and *specific prior educational/institutional management experience* for large governmental, municipal and post-secondary educational organizations; and
- d) *Qualifications of staff*, demonstrated through resumes and descriptions to be provided as specified within this RFP.
- e) *Reasonableness of proposed contract and endorsements*.

3) **SPECIFIC PROPOSAL REQUIREMENTS**

The following data/information shall be submitted by the Proposer and analyzed by the College in accordance with the rules set forth directly above:

a) **Transmittal Letter Maximum 2 typewritten pages**

The transmittal letter shall be not more than two pages long and shall address the Proposer's understanding of the objective of the insurance services to be provided and shall list the names of persons authorized to represent the Proposer, their titles, addresses and telephone numbers (if different from the individual who signs the transmittal letter).

The cover letter will be rated on its content and clarity. This letter and other submittals will be viewed as an indication of the Proposer's ability to write clear, concise English with organized

thoughts and concepts and to present timely, organized reports.

b) Summary of Proposer's Qualifications Maximum 1 typewritten page

State, in general terms, the firm's qualifications to perform the work described herein. Identify the managers and other staff who will provide service. Provide brief resumes of the key employees who will be providing service (not greater than 10 typewritten lines per person) describing workers' compensation and employer's liability insurance servicing experience for public agencies and post-secondary educational institutions.

c) Administrative Expertise Maximum 1 typewritten page

Describe the Proposer's qualifications in the areas of loss reduction assistance, safety consultation, claims investigating and processing, periodic reporting and analyses of claims costs, and legal resources available to the College on claims appeals and related workers' compensation actions.

d) Rehabilitation Expertise Maximum 1 typewritten page

Describe the Proposer's qualifications in the areas of worker rehabilitation capabilities, return-to-work counselling and assistance, and related workers' compensation actions.

e) Workers' Compensation Basic Proposal Unlimited pages

Describe the Proposer's premiums and plans for the provision of workers' compensation insurance.

f) Incurred Loss Cash Flow / Retrospective Rating Plan Unlimited pages

Describe the Proposer's premiums and plans for the provision of one or more Incurred Loss Cash Flow / Retrospective Rating Plan and related workers' compensation coverage. **Restrict data to a one-year plan with an estimated maximum premium liability of \$210,000 and a loss conversion factor of 1.20.**

g) Other Deferred Payment Plans Unlimited pages

Describe the Proposer's premiums and plans for the provision of one or more Retrospective Rating Plans specifically designed for Deferred Payment of Premiums. **Limit responses to one-year plans with estimated maximum premium liability of \$210,000 and loss conversion factors of 1.20.**

h) Office Capabilities Maximum 1 typewritten page

Describe the range of activities performed by the Proposer's office staff as an indication of the office's capability to provide reports, computerization services, public agency liaison services, consulting services for loss control, claim investigation, claim management, etc.

i) Schedule Of Reports Maximum 1/2 typewritten page

Demonstrate Proposer's ability to meet the reporting requirements of the College and its component units by providing a schedule which lists the various reports and their applicable due dates as required by federal and state law.

j) Contribution Expectations Maximum 1/2 typewritten page

Indicate the extent to which College personnel will be expected to contribute to the work described herein.

k) References Maximum 1/2 typewritten page

Provide the contract administrator's name, title, agency name and telephone number of not less than three public agencies which are currently insured by the Proposer for which the Proposer has provided services similar to those described herein.

4) PREMIUM PROPOSAL

Proposer shall list the proposed dollar amounts for each "Class" and "Description " category.

Please be sure to identify each page of each submittal and its membership in a particular group or plan. During the analysis phase submittals will be separated in order to provide copies for distribution. Pages which are not clearly identified may not be replaced correctly.

The Proposer shall state clearly in his/her proposal, the conditions and penalties to be charged to the College in the event of termination of this contract at any other time of year than on June 30th of any contracted year.

5) MANDATORY SUBMITTALS

The Proposer shall submit, directly following the transmittal letter---:

- Appendix C,**
- Summary of Qualifications,**
- Administrative Expertise,**
- Rehabilitation Expertise,**
- Workers' Compensation Basic Policy,**
- Incurred Loss Cash Flow Plan,**
- Other Deferred Premium Plans,**
- Summary of Office Capabilities,**
- Summary of Reports,**
- Expected College Contributions,**
- References,**
- A copy of the Contractor's proposed contract and endorsements.**

All appendices shall be fully filled in and the letters "N/A" shall be inserted in blank response areas which are not applicable to the Proposer. Proposers who do not submit Appendix C, or who submit incomplete responses within these Appendices, shall be ruled non-responsive and, hence, will not be considered for award of the work.

END OF PART VI

APPENDIX B TO RFP 98/99-30

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY INSURANCE SERVICES

ANALYSIS SHEET

NAME OF PROPOSER ANALYZED BY DATE

1) **RESPONSIVENESS** (Comment on each item)

a) Cover Letter

b) Appendix C

If proposal is non-responsive state reason and proceed no further with analysis.

2) **RESPONSIBLENESS** (comment on Proposer's truthfulness, references checked, validity of registrations, quality of proposed staffing and Proposer's ability to perform the work.)

If Proposer is not responsible state reason and proceed no further with analysis.

3) **RATING CATEGORIES**

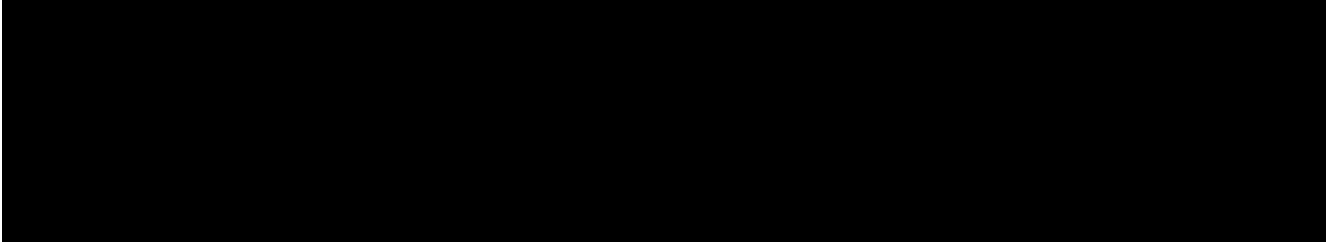
COMMENTS AND SCORE

- a) Transmittal Letter _____
- c) Administrative Capabilities _____
- d) Rehabilitation Expertise _____
- e) Workers' Compensation Basic Proposal _____
- f) Incurred Loss / Retro Plans _____
- g) Other Deferred Premium Plans _____
- h) Office Capabilities _____
- i) Schedule of Reports _____
- j) Contribution Expectations _____
- k) References _____
- l) Interview (if held) _____

4) **PROPOSED PREMIUMS** (Relate proposed premiums with comments in Item 3 and evolve rankings.)

5) **GENERAL COMMENTS**

Proposal Form Page 1 of 3 -----> Proposer's Signature__



APPENDIX C to RFP 97/98-30
PROPOSAL FORM
Workers' Compensation Insurance

<-----ATTACH
BUSINESS CARD
HERE----->

BID OPENING:11:00 a.m., Tuesday, April 21, 1998 (local time)
Purchasing Services Department
Campus Services Building Room 110-A
Lane Community College
4000 East 30th Avenue, Eugene, OR 97405

The undersigned hereby proposes to enter a contract, and if selected, agrees to accept an order from Lane Community College, Eugene, Oregon to furnish all materials and labor in accordance with this Request For Proposal identified as **LCC RFP 97/98-30** and all associated Proposal documents for the sum(s) shown below and the associated conditions stated herein.

EXCEPTIONS & RESIDENCY

Are there exceptions to this proposal? YES _____ NO _____

Is the Proposer a resident proposer? YES _____ NO _____

Exceptions to any of the specifications or requirements shall be noted in writing, and attached to this Proposal Form when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed Exceptions and showing the solicitation number and the Proposer's Name, and by offering alternates to replace the excepted requirements with clear pricing options corresponding to each exception taken, the Proposer may still compete in the proposal process. **The College shall be the sole judge of the acceptability of any exceptions attached to this proposal form.** In the absence of exceptions, the proposal shall be for all items precisely as specified.

Resident proposer, per ORS 279.029, means a proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state and has stated on this Proposal form that the Proposer is a "resident proposer".

Truncated at this point...