



Oregon
University
System

REQUEST FOR PROPOSALS

RFP #2012-04

Property & Liability Third Party Claims Administrator

ISSUE DATE: February 14, 2012

CLOSING DATE: March 19, 2012

CLOSING TIME: 5:00 PM Pacific Time

TABLE OF CONTENTS

	Page
Section I – Information Regarding Proposal	3
Introduction.....	3
Background.....	3
General Information.....	6
General Provisions.....	6
Term of Contract.....	11
Delivery of Proposals.....	11
Schedule of Events.....	12
Scope of Work	13
Section II – Information Required from Proposers.....	16
Proposal Form and Content	16
Proposal Format	16
Proposal Content.....	16
Section III – Evaluation Criteria.....	18
Section IV – Additional RFP Documents and Contract Terms ...	19
Notice of Interest.....	19
Bidder/Proposer Tax Law and Non-Discrimination Certification.....	20
Exhibit A – OUS Model Contract.....	28
Exhibit B – Professional Service Contract Insurance	31
Exhibit C – Certification Statement for Independent Contractor	32
Exhibit D – Contractor’s Travel Reimbursement Policy.....	33

**Oregon University System
Request for Proposals #2012-04
Property & Liability Third Party Claims Administrator**

Section I - Information Regarding Proposal

INTRODUCTION

The Oregon University System (“OUS” or “Board”) requests proposals from licensed, qualified firms to provide property and liability (“P & L”) claims third party administration (“TPA”) service (“Proposals”). The core risk management and peripheral insurance lines program is outlined on page 4 of this Request for Proposal (“RFP”). The firm selected through this RFP will be expected to provide the P & L TPA services specifically included in the Scope of Work in addition to all customary P & L TPA services.

BACKGROUND

The OUS is comprised of seven Oregon universities: Eastern Oregon University in La Grande, Oregon Institute of Technology in Klamath Falls, Oregon State University in Corvallis and Bend, Portland State University in Portland, Southern Oregon University in Ashland, University of Oregon in Eugene, and Western Oregon University in Monmouth (each an “Institution” and, collectively, the “Institutions”).

In 2011, Oregon Senate Bill 242 (“SB 242”) was signed into law establishing the OUS as a public university system, a change from its former status as a state agency. As a public university system, the OUS remains an instrumentality of the state, but operates with increased autonomy. SB 242 includes an exemption from Oregon Revised Statutes (“ORS”) chapter 278, which grants the State of Oregon’s Department of Administrative Services (“DAS”) the sole authority to direct and govern risk management and insurance related programs for all state agencies. This exemption becomes effective July 1, 2012. Currently, DAS provides, or procures on behalf of the OUS, property and liability insurance coverage.

As a public university system, the OUS will be independent of DAS oversight regarding risk management and will be able to independently procure and administer its entire risk portfolio as of July 1, 2012. In 2011, the OUS retained Bickmore Risk Services (“BRS”) as a consultant to assist with the development of a risk management program. A copy of BRS’s Risk Management Study findings can be found at <https://secure.ous.edu/bid/opportunities/201> as an accompanying document to this RFP.

[Intentionally left blank.]

Table I-1 below outlines the preferred property and liability risk financing program structure.

Table I-1
Oregon University System
Core Risk Financing Program

Coverage	Minimum Limits	Deductible / Self-Insured Retention (SIR)
Liability*	\$25,000,000 to 40,000,000	\$100,000 to \$500,000
Property	\$400,000,000	\$100,000 to \$500,000
Boiler & Machinery	\$100,000,000	\$25,000 and higher

[Intentionally left blank.]

Average annual claims processed per 5 year history (as of 9/2011) is provided in Table I-2 below by institution and claim type. Approximately 50% of these claims are open and pending resolution. It is the expectation to transfer all tail claims now in the DAS system to the TPA awarded the contract as the result of this RFP. Any reopened claims are to be the responsibility of the TPA.

**Table I-2
Oregon University System
Liability and Property Claims Volume**

Agency	Liability Claims	Employment Practices Liability Claims	Property Claims Incurred > \$2,500	Property Claims Incurred at or < \$2,500	Total Annual Claims
EOU	2	0.8	0.8	0.6	4.2
OIT	1.4	0	1	0	2.4
WOU	2.4	0	0.4	0	2.8
OSU	36.8	3.2	15.6	13	68.6
SOU	6.8	1	1.6	2.8	12.2
UO	20.8	4.8	6	6	37.6
PSU	15.8	4	9.2	11.8	40.8
OUS	0.4	0	0	0	0.4
Totals	86	13.8	34.6	34.2	168.6

The OUS is also creating a system level Office of Risk Management to implement its inaugural risk management initiative, to be led by a Chief Risk Officer. The Chief Risk Officer is expected to be in place by March 2012. The successful Proposer will work closely with this office and other Institution-level risk management staff.

P & L claims will be administered by the TPA awarded the contract resulting from this RFP beginning in April, 2012. In addition to working with the Chief Risk Officer and staff, the TPA will work closely with OUS General Counsel to develop a litigation plan for all litigated claims. The TPA will implement the plan by working closely with the approved outside counsel. Concurrence on settlement recommendations shall be presented to the OUS institution representative, Chief Risk Officer, and General Counsel.

IMPORTANT NOTICE

Read this RFP carefully. By submitting a Proposal in response to this RFP, you acknowledge that you have read, understand and agree to comply with all the provisions of this RFP. The OUS may modify this RFP or make relevant information available to potential Proposers. It is the responsibility of potential Proposers to refer daily to the OUS Current Business and Bidding Opportunities website (<https://secure.ous.edu/bid/>) to check for any available addenda, responses to clarifying questions, or solicitation cancellations.

GENERAL INFORMATION

The OUS Department of Contracting and Purchasing will be your sole point of contact during the RFP process. All correspondence pertaining to this RFP should be appropriately addressed to the Director of Contracting and Purchasing per the contact information below:

Hillary Bounds, OUS Director of Contracting and Purchasing

Telephone: (503) 725-5775

Email: PACS@ous.edu

**Email preferred*

Office Address: OUS Chancellor's Office
(required for FedEx, UPS, etc) 1800 SW 6th Avenue, Suite 520
Portland, OR 97201

Mailing Address: Oregon University System
(required for USPS) PO Box 751
Mail Code: CHAN
Portland, OR 97207-0751

GENERAL PROVISIONS

The OUS reserves the right to reject any and all Proposals received as a result of this RFP. Oregon Administrative Rules ("OAR") Chapter 580, Divisions 61 and 62 govern the procurement process for the OUS.

1. Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by the OUS Director of Contracting and Purchasing prior to the Closing Date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new proposal.

2. Protests of Specifications: Protests of the RFP specifications may be made only if a term or condition of the RFP violates applicable law. Protests of Specifications must be received in writing prior to the date and time indicated in the Schedule of Events at the OUS Director of Contracting and Purchasing address or email address listed under "General Information" in this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

3. Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing prior to the date and time indicated in the Schedule of Events at the OUS Director of Contracting and Purchasing address or email address listed under “General Information” in this RFP. Requests for changes must include the reason for the change and any recommended modifications to the RFP requirements.

The purpose of this requirement is to permit the OUS to correct, prior to consideration of the Proposals, RFP terms or technical requirements that may be improvident or which unjustifiably restrict competition.

The OUS will consider all requested changes and, if appropriate, amend the RFP. The OUS will provide reasonable notice of its decision to all Proposers that have submitted a Notice of Interest in accordance with section 21 of this RFP.

4. Addenda: If any part of this RFP is amended, addenda will be provided on the OUS Current Business and Bidding Opportunities website (<https://secure.ous.edu/bid/>). Proposers are exclusively responsible for checking the OUS Current Business and Bidding Opportunities website to determine whether any addenda have been issued. **By submitting a Proposal, each Proposer thereby agrees that it accepts all risks and waives all claims associated with or related to its failure to obtain any addendum or addendum information.**

5. Post-Selection Review and Protest of Award: The OUS will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to request and review documents regarding the selection process and to file a written protest of award. Any protest must comply with OAR 580-061-0145. Any award protest must be received in writing at the OUS Director of Contracting and Purchasing address or email address listed under “General Information” in this RFP.

The OUS will consider any protests received and:

- (A) reject all protests and proceed with final evaluation of, and any contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- (B) sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, the OUS may name a new apparent successful Proposer; OR
- (C) reject all Proposals and cancel the procurement.

The OUS Vice Chancellor for Finance and Administration or designee will timely respond to any protests after receipt. The decision shall be final.

6. Potential Selection of Finalists. After the initial evaluation of Proposals, the OUS, at its sole discretion, may:

(A) issue a Notice of Intent to Award based on the evaluation criteria provided in Section III of this RFP; OR

(B) select one or more Proposer(s) as designated finalists based on the evaluation criteria provided in Section III of this RFP (“Finalists”). Finalists may be required to give an oral presentation of their Proposals to the OUS. Oral presentations provide an opportunity for the Proposer to clarify or elaborate on the Proposal, but Proposers shall not materially alter the content or terms of the original Proposal. Members of the evaluation committee may award a Finalist up to 50 points (in addition to the 100 points available for award under Section III of this RFP) based on their oral presentation. If the evaluation committee requests presentations to be made by the Finalists, the Contracting and Purchasing office will schedule the time and location for the presentations. **Note:** Oral presentations are at the discretion of the evaluation committee and may not be conducted; therefore, **written Proposals should be complete.**

If Finalists are selected, Proposers not selected as Finalists will be notified in writing of the Finalist selections. Proposers not selected as Finalists will be given seven (7) calendar days from the date on the notice of Finalist selection to file a written protest. Any protest must be received in writing at the OUS Director of Contracting and Purchasing address or email address listed under “General Information” in this RFP.

7. Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of the OUS.

8. Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under the Oregon Revised Statutes (“ORS”) 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

By submitting a Proposal in response to this RFP, Proposers acknowledge and agree that any information not set apart and labeled as described above is not a trade secret under ORS 192.501(2) and may be subject to disclosure under the Oregon Public Records Law. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.500(1). Therefore, non-disclosure of documents or any portion of

a document submitted as part of a Proposal, including those labeled as Trade Secrets, may depend upon official or judicial determinations made pursuant to the Public Records Law.

9. Investigation of References: The OUS reserves the right to investigate all references in addition to supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of subcontractors and employees. The OUS may postpone the award or the execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation. Information provided by references may prevail in final selection, regardless of preliminary scoring results.

Despite its right to investigate all Proposer references, the OUS is not obligated to utilize references as part of its evaluation criteria and may decline to investigate or consider references. Any decision made by the OUS in regards to the use of references, including restricting the consideration of references to only Finalists, will not be considered grounds for protest.

10. RFP Preparation Costs: Cost of developing the proposal, attendance at an interview (if requested by the OUS) or any other such costs are entirely the responsibility of the Proposer and will not be reimbursed by the OUS. By submitting a Proposal, each Proposer thereby accepts all risks, and waives all claims, associated with or related to the costs it incurs in Proposal preparation, submission, and participation in the solicitation process.

11. Clarification and Clarity: The OUS reserves the right to seek clarification of each Proposal or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal initially be submitted in the most complete, clear, and favorable manner possible.

12. Right to Reject Proposals: The OUS reserves the right to reject any or all Proposals if such rejection would be in the public interest. Whether such rejection is in the public interest will be solely determined by the OUS.

13. Cancellation: The OUS reserves the right to cancel or postpone this RFP at any time or to award no contract.

14. Proposal Terms: All Proposals, including any price quotations, will be valid and firm through the period of contract execution.

15. Usage: It is the intention of the OUS to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

16. Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms listed in Exhibit A – State Board of Higher Education Professional Services Contract, attached hereto. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraph 2 – Protest of Specifications – Request for Changes. **If the selected Proposer will not agree to the OUS standard contract terms or if the OUS determines, in its sole discretion, that the selected Proposer will not**

agree to acceptable contract terms within a reasonable period of time, the OUS may cancel the selection and award the contract to the next highest ranking Proposer.

17. Review for Responsiveness: Upon receipt of all Proposals, the OUS Director of Contracting and Purchasing or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or unresponsive in part or in whole, it may be rejected and, if rejected, will not be submitted to the evaluation committee. The OUS reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived when determining if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified in the Proposal will be notified by the OUS to communicate the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived.

18. Rejections and Withdrawals. The OUS reserves the right to reject any or all Proposals or to withdraw any item from the award.

19. RFP Incorporated into Contract. This RFP will become part of the final contract between the Board and the selected Proposer (also referred to herein as the "Contractor"). The Contractor will be bound to perform according to the terms of this RFP, its Proposal, and the terms of Exhibit A.

20. Communication Blackout Period. Except as called for in this RFP, Proposers may not communicate about this RFP with members of the evaluation committee or any employees of the OUS until the apparent successful Proposer is selected and all protests, if any, have been resolved. The contact person designated by the "General Information" section of this RFP is exempted from this blackout period. If any Proposer initiates or continues contact in violation of this provision, the OUS may, in its sole discretion, reject that Proposer's Proposal and remove it from consideration for award of a contract under this RFP.

21. Notice of Interest. The Notice of Interest (form attached) should be submitted to the office of the OUS Director of Contracting and Purchasing by the time and date indicated in the Schedule of Events via email, fax, or hard copy. A completed Notice of Interest should provide the name, telephone number, and email of a primary contact person to be utilized for communication regarding the RFP and other matters about the selection process. All Proposers that return an accurately completed Notice of Interest will receive the same supplementary information. Submission of the Notice of Interest is not a mandatory requirement for submission of a Proposal.

22. Prohibition on Commissions. The OUS will contract directly with organizations capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.

23. Ownership of Proposals. All Proposals in response to this RFP are the sole property of the OUS and subject to the provisions of ORS 192.410-192.505 (the Public Records Act).

24. Clerical Errors in Awards. The OUS reserves the right to correct inaccurate awards resulting from its clerical errors.

25. Rejection of Qualified Proposals. Proposals may be rejected in whole or in part if they

limit or modify any of the terms and conditions and/or specifications of the RFP. Any terms contained in Proposals that conflict with or modify the terms of this RFP and sample contract are expressly rejected unless specifically adopted in writing by the OUS.

26. Collusion. By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is, in all aspects, fair and without collusion or fraud.

27. Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from the OUS Chancellor's Office and other interested parties, as appropriate. The committee may include representatives from the OUS campuses. The committee's recommendations will be forwarded to the OUS Chancellor's Office for final approval.

28. Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, and a contract has been fully executed.

TERM OF CONTRACT

The OUS and the Contractor may enter into a contract to begin work on or about April 16, 2012 (the "Contract"). The term of the Contract will extend for 3 years with an option for one 2 year extension thereafter, subject to the OUS' needs and the Contractor's continued successful performance as determined by OUS. The OUS reserves the right to terminate the Contract at its discretion upon 30 days notice to the Contractor.

DELIVERY OF PROPOSALS

Proposals may be submitted via two methods.

Preferred Method: Complete proposals (including all attachments) may be emailed to the OUS Director of Contracting and Purchasing per the contact information provided under "General Information." The Proposals must be electronically received by the Closing Date and Time indicated by the Schedule of Events. **Email subject line must be "Response to RFP #2012-04."** Proposer must telephone and confirm electronic receipt of the complete emailed document(s) before the time and date deadline. Proposals delayed or lost by email system filtering or failures may be considered at the OUS's sole discretion.

Alternative Method: An original and electronic copy (on compact disk or an alternative electronic storage device) of the complete Proposal may be mail or hand-delivered to the OUS Director of Contracting and Purchasing per the contact information provided below prior to the Closing Date and Time indicated by the Schedule of Events. The envelope/package containing the response must be clearly marked "**Response to RFP #2012-04.**"

The original Proposal must be **signed in blue ink** by an authorized representative of the Proposer. Alterations or erasures shall be initialed in ink by the person signing the Proposal. Proposals may not be submitted by telephone or fax.

It is the responsibility of the Proposer to ensure that Proposals arrive by the Closing Date and Time. **LATE PROPOSALS WILL NOT BE ACCEPTED, except as set out in the Preferred**

Method of delivery above. Proposals may be hand delivered, mailed, or e-mailed to:

Hand Delivery: *(Including UPS, FEDEX)*

OUS Chancellor's Office
1800 SW 6th Avenue, Suite 520
Portland, OR 97201

Mailing Address:

Oregon University System
PO Box 751
Mail Code: CHAN
Portland, OR 97207-0751

E-Mail:

PACS@ous.edu

Proposals will be opened by the OUS Director of Contracting and Purchasing or designee at the Office of the Chancellor, located at 1800 SW 6th Avenue, Portland, Oregon on the Closing Date.

SCHEDULE OF EVENTS

The timing and sequence of events resulting from this RFP will be ultimately determined by the OUS. This Schedule is illustrative of optimal timing goals, but may be changed.

RFP Issue Date.....	February 14, 2012
Deadline for Protest of Specifications	February 21, 2012 (5:00 pm, PT)
All Clarifying Questions Due	February 28, 2012 (5:00 pm, PT)
Notice of Interest Deadline	February 28, 2012 (5:00 pm, PT)
<i>[not a mandatory submission]</i>	
Closing Date (Proposals Due).....	March 19, 2012 (5:00 pm, PT)
Finalist Presentations (if required)	April 1 – April 7, 2012
Deadline for Protest of Award	7 calendar days after date on Notice of Award letter (or potential notice of non-Finalist status)
Estimated Contract Begin Date.....	April 16, 2012

SCOPE OF WORK

A. Required Services

Contractor must provide professional services as follows:

1. Tail claims Risk Management Information System (“RMIS”) input and assignment of open claims to adjuster, informing OUS of assigned adjuster and claim number.
2. Receive, examine, and acknowledge all new reports of incidents, accidents, claims, and reopened claims.
3. Process claims timely with RMIS input within two (2) business days, informing OUS of assigned adjuster and claim number.
4. Establish and maintain accurate case reserves.
5. At OUS direction, Contractor shall:
 - a. Make timely contact with claimant and OUS to determine initial facts. Conduct an investigation to determine the extent of liability and damages.
 - b. Develop and investigate opportunities for liability and damage mitigation.
 - c. Maintain contact with each claimant, as appropriate, to preserve control of the claim until resolution.
6. Identify fraudulent claims and report to the appropriate authorities with OUS concurrence.
7. Timely communicate with the OUS to ensure OUS compliance with the requirements of the applicable tort caps.
8. Investigate and pursue opportunities for subrogation.
9. Assist the OUS in identifying and selecting experts or specialists, as required.
10. Comply with reporting requirements of the OUS’s excess liability carrier(s).
11. Meet regularly with OUS General Counsel and the OUS Chief Risk Officer to review existing claims and keep Institutions apprised of claims status.
12. Monitor allocated expenses to ensure that all vendors provide quality services at reasonable costs.
13. Issue settlement checks within fifteen (15) days of reaching a settlement agreement with claimants.

14. Maintain a complete file for each claim available for review by the OUS and its auditors.
15. Obtain releases and issue check payments to claimants as necessary to dispose of a claim.
16. Timely and accurately invoice the OUS to replenish the account used to pay claims.
17. Provide regular loss reports to the OUS Chief Risk Officer and assist in the reconciliation of bank statements with claim payment activity.
18. Maintain adjuster pending claim caseloads within contracted standard with allowed variance based on adjuster experience and claim complexity considering OUS and other client claims assigned.
19. Maintain regulatory compliance and provide OUS with hold harmless for regulatory shortfalls (i.e. Fair Claims Practices Act, MMSEA requirements, etc.)

B. Deliverables

Quarterly P & L TPA Activities

Prepare a quarterly report detailing activities taken on behalf of the OUS. The report should list open items which have arisen during the quarter, closed items that have been concluded during the quarter, and a report of performance measures established for the Contractor by the OUS. Report must also include a comprehensive accounting of all reserves and payment activity by Contractor associated with services performed for the OUS, if applicable.

Annual P & L TPA Activities

1. Conduct in-person meeting with the OUS to discuss account. Meeting will include, but not be limited to, the following: understanding of commercial insurance renewals, claim issues, loss control issues relating to claims, loss experience, subrogation and excess carrier recoveries, recommendations for changes to existing or additional claim handling procedures, services under this contract, and general administrative matters.
2. Provide a written P & L TPA service strategy report identifying which Institutions require claims handling training and plan to provide training within ninety (90) calendar days prior to renewal. This provision and/or its time requirement may be waived by the OUS.
3. Provide loss experience results by OUS Institution and overall OUS, including a list of each Institution's incurred loss severity, frequency, litigation rate and expense to loss ratio. Recommended course of action at least thirty (30) calendar days prior to contract renewal. The OUS may waive this requirement at its option.

COMPENSATION

Using the table format below, please provide pricing information. Per claim fees are a one-time charge only for the life of the relationship.

**Table I-3
Per Claim Fees**

	Assumed Claims Per Claim Fee⁽¹⁾	New Claims Per Claim Fee
General Liability		
Auto Liability		
Employment Practices Liability		
Property		

Note: (1) Includes all open claims as of contract inception.

Each proposer must specify the services not included in the annual fee. The fee for all services not included in the flat annual fee must be separately priced. For example, if there is a separate charge for items such as data conversion, RMIS, or custom reports, these must be identified.

Proposers are welcome to offer alternative compensation models, but should, at a minimum, provide a statement of fees as requested above. Any Proposal that does not include fees that may be easily and fairly evaluated in accordance with these compensation guidelines may be rejected as non-responsive. The OUS reserves the right to contact Proposers after the Closing Date for clarification of costs, but is not obligated to do so if it is determined that the Proposal does not meet the guidelines of the RFP.

**Section II – Information Required from Proposer
Property & Liability Third Party Claims Administrator
RFP #2012-04**

PROPOSAL FORM AND CONTENT

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

A. SUBMISSION FORMAT

1. The Proposal should be written on standard size (8½" x 11") paper using generally accessible word processing and document formats conducive to cut-and-paste transfer of information to contracts or other summary documents.
2. Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information identified below. Pages should be numbered consecutively.

B. REQUIRED PROPOSAL CONTENT

1. Bidder/Proposer Tax Laws and Non-discrimination Certification

This document should be signed in blue ink by an authorized company official.

2. Title Page and/or Cover Letter

The title page and/or cover letter should indicate the following: date; RFP number; the name, address, and telephone number of the Proposer; and a signature of an authorized official with the authority to negotiate and contractually bind the Proposer. The name, title, phone number, and e-mail address of the Proposer's contact person who will receive all notices related to the RFP should also be included. Cover letters may also include an executive summary limited to 500 words.

3. Company Profile

Proposers shall confirm their firm is authorized to transact business in the State of Oregon, is licensed by and in good standing with the Insurance Division of the Oregon Department of Consumer and Business Services, and possesses all current licenses and certifications necessary to perform and provide all of the services described in the Statement of Work. Please include a brief statement addressing the Proposer's ability to carry out the terms of the Contract, including the firm's:

- a. Years in business
- b. Principal place of business
- c. Office locations
- d. Number of employees
- e. Total client volume by claim type
- f. Client mix by business type (public entity city, county, schools, higher education, or private entity-industry segment)
- g. Relevant service capabilities

If Proposer is a subsidiary, please provide all information regarding the parent entity that may be relevant to the evaluation of your Proposal. At a minimum, the parent entity should be identified by legal name and place of business.

4. Proposed Account Team

Identify specific person(s) who will be responsible for the proposed work and include a brief bio for each which contains relevant experience, education level and professional credentials. For each team member please identify their specific role in serving the OUS, why the individual was selected for the OUS team, and other accounts they currently handle. The office location of each team member must be identified. Resumes of each team member should be appended to the Proposal.

5. Risk Management Information System Features and Protocols

Proposers shall identify the RMIS used in the administration of claims as well as:

- System platform
- Age of the system
- Web-based claim reporting ability
- Capacity to allow external access by multiple OUS users and locations
- Viewable data fields
- Methodology for collecting and storing claims data
- Capability of the system to generate customized reports
- Electronic data interface capacity
- Procedures for data backup and recovery

6. Work Plan

Using the Scope of Work as a guide, provide a work plan describing:

- The claims administration processes Proposer will follow to ensure industry best practices, federal and state law and OUS requirements are met.
- Proposer's methodology for handling of the data conversion process.
- Proposer's daily, monthly and annual internal quality control processes.

7. References

Provide a list of references (name, title, address, telephone number and email address) of at least five (5) institutions the proposed Account Team leaders have served within the last five (5) years. References from higher education institutions are not required, but their inclusion will be considered favorably. Do not include references from OUS schools. Proposers should demonstrate a record of long-term relationships with customers of similar size and scope to the OUS. For each reference, describe the services provided, the length of the relationship, and which of the Account Team members have serviced the account.

8. Proposed Cost Structure

Proposer should complete Table I-3 provide on page 15 of this RFP and include any additional fees per the terms, as requested.

Section III - Evaluation Criteria
Property & Liability Third Party Claims Administrator
RFP #2012-04

Proposals will be evaluated for completeness, clarity, and compliance with this RFP. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the Proposal is unclear, Proposers may be asked to provide written clarification. **Proposals that do not clearly provide the Information Required or are incomplete may be rejected.**

Review and Evaluation. Proposals will be reviewed by a committee of qualified personnel selected by the OUS. The committee may recommend up to three proposals that most satisfactorily meet the requirements of the RFP and are best expected to satisfy the OUS's needs. At the discretion of the OUS, finalist interviews may be conducted.

Criteria for Selection. Proposals will be evaluated based on the following criteria.

a.	Company Profile <i>Consideration of strength/stability, service capabilities, relevant experience and office locations</i>	10
b.	Proposed Account Team <i>Consideration of qualifications, caseloads, service capabilities, relevant experience, and reference relevance and responses</i>	25
c.	RMIS <i>Consideration of system capabilities, client access to real-time information and report customization, ease of use, data protection</i>	10
d.	Work Plan <i>Consideration of whether plan will be effective, comprehensive, and timely</i>	25
e.	Cost <i>Consideration of proposed fee(s)</i>	20
f.	Quality and Responsiveness of Proposal <i>Consideration of the overall responsiveness, professionalism, clarity and concise nature of submitted materials, which will be considered representative of ability to produce similar reports during the Contract</i>	10
	Total Available Points	100 points

References

Selection of a Proposal may be contingent on a review of the Proposer's references. Information provided by references submitted by a Proposer, as well as other references identified by the OUS, may prevail in final selection, regardless of preliminary scoring results.

**Section IV – Additional RFP Documents and Contract Terms
Property & Liability Third Party Claims Administrator
RFP #2012-04**

Notice of Interest

Name of Proposer: _____

Check One:

_____ Yes, this firm intends to submit a proposal in response to this RFP. Please forward any addenda to the RFP to my attention.

_____ No, this firm does not anticipate submitting a proposal in response to this request.

Comments:

Signature: _____

Date: _____

Print Name: _____

Title: _____

Phone: _____

Address: _____

Email address for contact: _____

Please return this form by the date required in the Schedule of Events to Hillary Bounds, the OUS Director of Contracting and Purchasing, using the contact information in the “General Information” section of the RFP. Electronic mail may be utilized for this submission. It is not mandatory to submit a Notice of Interest in order to submit a Proposal for this RFP.

BIDDER/PROPOSER
TAX LAWS AND NON-DISCRIMINATION CERTIFICATION
Property & Liability Third Party Claims Administrator
RFP #2012-04

I, the undersigned, have read all of the terms and conditions of this Request for Proposals, and I understand that if awarded the contract, I and the firm represented herein shall be bound by its terms and conditions and representations made in this response. I certify that Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

Certified Minority, Women, and Emerging Small Business

For statistical purposes only, please indicate if your firm is an Oregon certified minority, women, or emerging small business: **DBE** **MBE** **WBE** **ESB**

Certificate of Compliance with Tax Laws

I, the undersigned, (Check one)

___ hereby certify under penalty of perjury that I am not in violation of any Oregon Tax laws,

___ hereby certify under penalty of perjury that I am authorized to act on behalf of Contractor and to the best of my knowledge; Contractor is not in violation of any Oregon tax laws.

For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321, 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

Business Designation (check one): ___ Corporation ___ Partnership ___ Sole Proprietorship

___ Governmental/Non-Profit ___ Limited Partnership ___ Limited Liability Partnership

___ Limited Liability Company

Tax Identification Number: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Exhibit A
RFP #2012-04
STATE BOARD OF HIGHER EDUCATION
PROFESSIONAL SERVICES CONTRACT
CONTRACT # [REDACTED]

This Contract is between the State of Oregon, acting by and through the State Board of Higher Education, on behalf of the Oregon University System, hereafter called "Board" and [REDACTED], hereafter called "Contractor". The Board's Representative for this Contract is [REDACTED].

- 1. Effective Date and Duration.** This Contract is effective on the date it has been signed by every party to it and all necessary state approvals have been obtained. Unless earlier terminated or extended, the term of this Contract will extend until [REDACTED]. However, such expiration shall not extinguish or prejudice Board's right to enforce this Contract with respect to: (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.
- 2. Statement of Work.** Contractor will provide the following professional services: further described in Exhibit A.
- 3. Consideration.** Board agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$ [REDACTED], for accomplishing the work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Terms and Conditions.** The terms and conditions of this Contract are contained on the following pages titled "State Board of Higher Education Standard Professional Contract Provisions."
- 5. Travel and Other Expense.** Travel expenses will be reimbursed in accordance with the Chancellor's Office Contractor Travel Reimbursement Policy, attached as Exhibit D. All other expenses will not be reimbursed unless pre-approved in writing by Board Representative or designee.
- 6. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Professional Services Contract, Exhibits A, B, C, and D, RFP #2012-04 (Attachment 1), and Contractor's response to RFP #2012-04 (Attachment 2).

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): [REDACTED]
Address: [REDACTED]
Phone No. [REDACTED]
Fax No. [REDACTED]
MWESB Certification #: _____
 DBE **MBE** **WBE** **ESB**

Above payment information must be provided prior to Contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.

**STATE BOARD OF HIGHER EDUCATION
STANDARD PROFESSIONAL SERVICES CONTRACT PROVISIONS**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The Oregon Department of Higher Education, Oregon Secretary of State, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUNDS.** Board certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the Board's reasonable administrative discretion, to continue to make payments under this Contract.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Board official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
- 5. DISCLOSURE OF SOCIAL SECURITY NUMBER.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. The number is requested pursuant to ORS 305.385 and OAR 150-305-100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.
- 6. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 7. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Board and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a

federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

8. HAZARD COMMUNICATION. Contractor shall notify Board prior to using products containing hazardous chemicals to which Board employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Board's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

9. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from the conduct of work under this Contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, their officers, agents, employees, and members from all claims, suits and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract. Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from Board, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Board. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending its interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Board reserves all rights to pursue any claims it may have against the Contractor if Board elects to assume its own defense. Provided, however, the provisions of this **Section 9** do not include indemnification by the Contractor of the Board for the Board's activities.

10. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the Board reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, Board cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of Board for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Board provides its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an individual, Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment, (2) Will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Board; (4) Is not currently employed by the Federal Government and the amount charged does not exceed the normal charge for the type of service provided if payment is to be charged against Federal funds and; (5) Must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. The Board will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. (Also see Exhibit C.)

11. INSURANCE. Contractor shall provide insurance as indicated on Exhibit B, attached hereto and

by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, acting by and through the Board and their officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months.

12. LIMITATION OF LIABILITIES. Except for liability arising under or related to sections 15(A) or 23(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

13. NOTICES. Except as otherwise expressly provided in this Contract, notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Contractor or Board at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against the Board, facsimile or email transmission must be confirmed by telephone notice to Board's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

14. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of Board. Board and Contractor intend that such Work Product be deemed "work made for hire" of which Board shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire", Contractor hereby irrevocably assigns to Board all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Board may reasonably request in order to fully vest such rights in Board. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

15. REPRESENTATIONS AND WARRANTIES. (A) Contractor's Representations and Warranties. Contractor represents and warrants to Board that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. (B) Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

16. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section titled "Effective Date and Duration", and Sections 1, 7, 9, 12, 14, 15, 16, and 23.

17. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

18. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the Board. In addition to any provisions the Board

may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 9, 14, and 27 as if the subcontractor were the Contractor. Board's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

19. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

20. TAX COMPLIANCE CERTIFICATION. Contractor hereby affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Contractor's knowledge, the Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, "tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

21. TERMINATIONS. (A) This Contract may be terminated at any time by mutual consent of the parties or by Board at its discretion upon thirty (30) days' notice to the Contractor. (B) In addition, the Board may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the Board, if (i) Federal or state laws, rules, regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or Board is prohibited from paying for such work from the planned funding source; or (ii) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (C) This Contract may also be immediately terminated by Board for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from Board, fails to correct such failure within ten business days.

22. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS. If sufficient funds are not provided in future legislatively approved budgets of Board (or from applicable Federal, state, or other sources or by allotment) to permit Board in the exercise of its reasonable administrative discretion to continue this Contract, or if Board or the program for which this Contract was executed is abolished, the Board may terminate this Contract without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Contract, Board may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

23. REMEDIES. (A) In the event of termination pursuant to Sections 21(A) and (B)(i) and 22, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the Board, less previous amounts paid and any claim(s) which the Board has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Board on demand. (B) In the event of termination pursuant to Sections 21(B)(ii) or (C), Board shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 21(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Board expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Board all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon Board's request, Contractor shall surrender to anyone Board designates, all documents, research or objects or other tangible things needed to complete the work.

24. NO THIRD PARTY BENEFICIARIES. Board and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

25. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

26. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

27. FORCE MAJEURE. Neither Board nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, Board's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

28. WAIVER. The failure of Board to enforce any provision of this Contract shall not constitute a waiver by Board of that or any other provision.

29. RECYCLING. In the performance of this Contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

30. CONFLICT OF INTEREST. The Contractor shall not engage in any activity or accept any employment, interest, or contribution that would, or would reasonably appear to, directly or indirectly conflict in any manner or degree with the performance of its services hereunder without Board's prior written consent. Contractor will request Board's written consent through the methods provided in Section 13 of this Contract. If Board does not respond within 14 days of receipt of a request for written approval sent in accord with this section, Board will have waived their rights to such prior consent solely in regards to the matter for which they received notice but failed to respond.

31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES AND ALL NECESSARY STATE APPROVALS HAVING BEEN OBTAINED. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Certification: I, under penalties of perjury, do hereby certify that (a) the number shown on this form is my correct taxpayer ID (or I am waiting for the number to be issued to me), and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding or (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding.

I, the undersigned also (a) agree to perform the work required by Exhibit A in accordance with the terms and conditions; (b) certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; (c) certify that I am an independent contractor as defined in

ORS 670.600; (d) certify that I am authorized to act on behalf of Contractor; (e) the statements contained in Exhibit C attached hereto are true and correct; and (f) understand that the Board has adopted policies applicable to contractors that prohibit sexual harassment and accept that my company and its employees are required to adhere to the Chancellor's Office and/or institution's policy prohibiting sexual harassment in their interactions with members of the Oregon University System community.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Contract as of the dates written below.

[Redacted], CONTRACTOR

The State of Oregon acting by and through the State Board of Higher Education, on behalf of the Oregon University System, BOARD

Signature

Date

Signature

Date

Print Name

Print Name

Title

Title

EXHIBIT A
Scope of Work
PROFESSIONAL SERVICES CONTRACT
Contract #

Scope of Work
A. Required Services

Contractor must provide professional services as follows:

1. Tail claims Risk Management Information System (“RMIS”) input and assignment of open claims to adjuster, informing OUS of assigned adjuster and claim number.
2. Receive, examine, and acknowledge all new reports of incidents, accidents, claims, and reopened claims.
3. Process claims timely with RMIS input within two (2) business days, informing OUS of assigned adjuster and claim number.
4. Establish and maintain accurate case reserves.
5. At OUS direction, Contractor shall:
 - d. Make timely contact with claimant and OUS to determine initial facts. Conduct an investigation to determine the extent of liability and damages.
 - e. Develop and investigate opportunities for liability and damage mitigation.
 - f. Maintain contact with each claimant, as appropriate, to preserve control of the claim until resolution.
6. Identify fraudulent claims and report to the appropriate authorities with OUS concurrence.
7. Timely communicate with the OUS to ensure OUS compliance with the requirements of the applicable tort caps .
8. Investigate and pursue opportunities for subrogation.
9. Assist the OUS in identifying and selecting experts or specialists, as required.
10. Comply with reporting requirements of the OUS’s excess liability carrier(s).
11. Meet regularly with OUS General Counsel and the OUS Chief Risk Officer to review existing claims and keep Institutions apprised of claims status.
12. Monitor allocated expenses to ensure that all vendors provide quality services at reasonable costs.

13. Issue settlement checks within fifteen (15) days of reaching a settlement agreement with claimants.
14. Maintain a complete file for each claim available for review by the OUS and its auditors.
15. Obtain releases and issue check payments to claimants as necessary to dispose of a claim.
16. Timely and accurately invoice the OUS to replenish the account used to pay claims.
17. Provide regular loss reports to the OUS Chief Risk Officer and assist in the reconciliation of bank statements with claim payment activity.
18. Maintain adjuster pending claim caseloads within contracted standard with allowed variance based on adjuster experience and claim complexity considering OUS and other client claims assigned.
19. Maintain regulatory compliance and provide OUS with hold harmless for regulatory shortfalls (i.e. Fair Claims Practices Act, MMSEA requirements, etc.)

B. Deliverables

Quarterly P & L TPA Activities

Prepare a quarterly report detailing activities taken on behalf of the OUS. The report should list open items which have arisen during the quarter, closed items that have been concluded during the quarter, and a report of performance measures established for the Contractor by the OUS. Report must also include a comprehensive accounting of all reserves and payment activity by Contractor associated with services performed for the OUS, if applicable.

Annual P & L TPA Activities

4. Conduct in-person meeting with the OUS to discuss account. Meeting will include, but not be limited to, the following: understanding of commercial insurance renewals, claim issues, loss control issues relating to claims, loss experience, subrogation and excess carrier recoveries, recommendations for changes to existing or additional claim handling procedures, services under this contract, and general administrative matters.
5. Provide a written P & L TPA service strategy report identifying which Institutions require claims handling training and plan to provide training within ninety (90) calendar days prior to renewal. This provision and/or its time requirement may be waived by the OUS.
6. Provide loss experience results by OUS Institution and overall OUS, including a list of each Institution's incurred loss severity, frequency, litigation rate and expense to loss ratio. Recommended course of action at least thirty (30) calendar days prior to contract renewal. The OUS may waive this requirement at its option.

CONSIDERATION

- a. Payment for all work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$ [REDACTED] except by explicit approval of the Board. Invoices may be submitted to the Board's representative:
[REDACTED]
- b. Interim payments shall be made to Contractor following Board's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the Board will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment.
- c. Contractor shall submit monthly invoices for work performed. The invoice **shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed.** The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

TRAVEL AND OTHER EXPENSES

Travel expenses will be reimbursed in accordance with the Chancellor's Office Contractor Travel Reimbursement Policy, attached as Exhibit D. All other expenses will not be reimbursed unless pre-approved in writing by Board Representative or designee.

EXHIBIT B INSURANCE

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by Board of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by Board Not required by Board.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000** for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. Required by Board Not required by Board.

General Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000** for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the State of Oregon, Board and divisions, officers, and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.

4. Required by Board Not required by Board.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than **Oregon Financial Responsibility Law (ORS 806.060)** for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Certificates of Insurance. As evidence of the General Liability and Automobile Liability insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the State of Oregon, the State Board of Higher Education, the Oregon University System, and their officers, employees and members as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to Board at the following address: OUS Director of Contracting and Purchasing, P.O. Box 751 Portland OR 97207-0751.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent and meets the following standards:

1. Registered under ORS Chapter 701 to provide services for which such registration is required.
2. Filed all federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for services performed as an independent contractor in the previous year.
3. Furnish the tools or equipment necessary for the contracted labor or services.
4. Authority to hire and fire employees who perform the labor or services.
5. Represent to the public that the services are to be provided by independently established business as four (4) or more of the following circumstances exist. **Check four or more of the following:**
 - A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
 - B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
 - C. Telephone listing is used for the business that is separate from the personal residence listing.
 - D. Services are performed only pursuant to written contracts.
 - E. Services are performed for two or more different persons within a period of one year.
 - F. I assume financial responsible for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided.

Contractor Signature _____ Date _____



EXHIBIT D
Chancellor's Office (CO) Contractor Travel Reimbursement Policy
Rates Effective January 1, 2012

Category	Rate Summary	Policy
Instate Travel: Meal per diem \$52 B = \$13.00 L = \$13.00 D = \$26.00	All Oregon Cities Meals \$52.00 Lodging \$111.00	<ul style="list-style-type: none"> • The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>. All Oregon cities are currently Low Cost Cities. • No receipts are required for lodging, meals and incidental expenses (these are reimbursed on a per diem basis). • If meals are provided at the meeting or event, no meal per diem is allowed. • No meal per diem is allowed on one day trips. • Lodging tax is reimbursed as a miscellaneous expense.
Out-of-State, and Continental US Travel: High meal per diem \$65 B = \$16.25 L = \$16.25 D = \$32.50 Low meal per diem \$52 B = \$13.00 L = \$13.00 D = \$26.00	High: See list of High Cost Cities Meals \$65.00 Lodging \$177.00 Low: All other cities, Continental US Meals \$52.00 Lodging \$111.00	<ul style="list-style-type: none"> • The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i> (see http://www.ous.edu/dept/cont-div/fpm/trav-95-100#.730 for listing of High Cost Localities). • No receipts are required for lodging, meals and incidental expenses (these are reimbursed on a per diem basis). • If meals are provided at the meeting or event, no meal per diem is allowed. • No meal per diem is allowed on one day trips. • Lodging tax is reimbursed as a miscellaneous expense.
Foreign & Non-Continental US and Overseas Non-Foreign Areas (Alaska, Hawaii, Guam, etc.)	Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates.	<ul style="list-style-type: none"> • Contact Chancellor's Office Business Services at 541-737-3636 for current per diem rates for these locations. • If meals are provided at the meeting or event, no meal per diem is allowed. • Lodging tax is reimbursed as a miscellaneous expense for Alaska, Hawaii, Puerto Rico, and US possessions. Lodging tax is included in the per diem for foreign travel. • No receipts are required for lodging, meals and incidental expenses.
Mileage for Private Vehicle:	51 cents per mile.	<ul style="list-style-type: none"> • Mileage can be calculated one of 3 ways: <ul style="list-style-type: none"> ○ Mileage Chart in the Excel file (see Excel file) ○ Actual mileage (from the odometer) ○ Mapping software (e.g., mapquest.com)

		<ul style="list-style-type: none"> Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle. 		
Pro-ration of meals for partial days involving an overnight stay:	INITIAL Day of Travel – Leave:	Prior to 7:00 am	7:00 am to 12:59 pm	1:00 pm and after
	Meal Allowance	Breakfast, lunch, dinner	Lunch, dinner	Dinner
	FINAL Day of Travel – Return:	Prior to Noon	12:00 noon to 5:59 pm	6:00 pm and after
	Meal Allowance	Breakfast	Breakfast, lunch	Breakfast, lunch, dinner

Rented Vehicles: CO will only reimburse vehicle rental rates for compact and economy cars and their equivalent green class. CO will reimburse for liability insurance issued through the vehicle rental company. Other classes of vehicles may be rented for circumstances that are approved in advance by the CO representative for reasons that include space requirements or inclement weather conditions. Receipts are required.

Airfare: CO will only reimburse actual economy rate airfare, plus mandatory taxes and fees. Receipts are required.

Ground Transportation: Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$75 per item.

Incidental Expenses: *Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed.* Incidental expenses include, but are not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services, such as for waiters, taxi drivers, and baggage handlers.

Miscellaneous Expenses: The miscellaneous expenses that can be reimbursed include: fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to 2 standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the CO representative. All miscellaneous expenses must be itemized. Receipts are required if over \$25 per item.

Hosting Expenses: If the Statement of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact Chancellor’s Office Business Services at 541-737-3636 for allowable expenses.

Travel reimbursement rates may periodically change. Contractor shall be responsible for ensuring that travel reimbursement requests are in accordance with the rates in effect at the time the expense was incurred. The current travel reimbursement rates may be found at http://www.ous.edu/div/cobpp/28.05_contractortravel.php.

The Chancellor’s Office prefers that requests for travel reimbursement be made by completing the Contractor’s Travel Reimbursement Request.