



**REQUEST FOR PROPOSAL
Third-Party Administration, Workers Comp
RFP LP1920-01**

SECTION I - INTRODUCTION

RFP Number:	RFP LP1920-01
Contract Type:	Third Party Administration, Workers Comp
Due Date and Time:	Monday, July 13, 2020, 2:00pm
Desired Commencement of Services:	August 17, 2020 (2020/2021 fiscal year)
RFP Issued By:	Lisa Palmer, Purchasing Manager
Contact Information:	lisa.palmer@rentonschools.us

Return Sealed Proposals To:

Renton School District #403
Kohlwes Education Center, Business Services
Third-Party Administrator RFP LP1920-01
300 SW 7th Street
Renton, WA 98057

RFP Documents can be obtained by visiting the District’s website on June 11, 2020; [Commodities and Services Bid Board](#) or e-mail lisa.palmer@rentonschools.us. Indicate in the e-mail subject line “RFP TPA Document Request”.

Background:

Renton School District is located in King County, Renton, Washington spanning 32.5 square miles. The District provides a learning environment for a diverse population of approximately 15,500 students and employing approximately 2,000 staff. Twenty-five school sites include 15 elementary schools, 4 middle schools, 4 high schools, and 3 specialized programs.

Project Overview:

Renton School District #403, an Active Self-Insured Employer, October 1, 1979 to present day, is seeking competitive SEALED proposals from qualified Firm’s to conduct Third-Party Administration to manage worker’s compensations claims. The selected firm will be required to manage all workers compensation claims opened or reopened, and to assume management of all existing open claims beginning September 1, 2020. The District has a strong commitment to return employees to work in a timely manner by incorporating temporary transitional work assignments prior to the attending physicians’ release to full duty. Administrators will be required to provide highly proactive support services to injury and claims management, and to provide claims in a timely, courteous, and fair manner in accordance with the legal requirements outlined in Washington State law and guidance of Washington State Department of Labor & Industries.

Launching Learning to Last a Lifetime

Third-Party Claims Administration services for the district's self-insured workers' compensation program is administered through the Department of Human Recourses, under the direction of the Executive Director.

Right to Cancel: The Renton School District No. 403, King County, Washington, reserves the right to cancel, postpone, or reject any, and all proposals, and to waive any informalities or irregularities in the documents, or parts thereof.

Non-Discrimination: Renton School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. District Policies 3102 and 5004.

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RFP CHECK LIST (This list is prepared for the Contractor's convenience. This list shall not be construed to alleviate the firm of formalities and requirements of the bidding documents). A thorough check list can be found on page 18 and is to be included in the submittals.

- ✓ Review all documents and attachments
- ✓ Note all due dates
- ✓ Intent to Submit Proposal, mandatory letter to participate
- ✓ Submittal Forms
- ✓ Certificate of Liability Insurance
- ✓ W9
- ✓ Additional Information/Materials indicated in the RFP

ATTACHMENTS

- a. "Intent to Submit Proposal" Letter; Attachment A
- b. Insurance Sample and Instruction Guide; Attachment B

SECTION III - SCHEDULE OF EVENTS

The schedule of events may be subject to change.

Event	Date
RFP Release and Publications	June 11 and 15, 2020
"Intent to Submit Proposal" Letter - Due Date	Monday, June 22, 2020; Midnight
Question Submittal - Due Date	Monday, June 29, 2020
Response to Questions (To be e-mailed)	Wednesday, July 1, 2020
Proposal Submittal Due Date	Monday, July 13, 2020, 2:00:00pm (PST) Kohlwes Education Center (KEC) 300 SW 7 th Street Renton, Washington 98057 Room 125
Evaluations, Interviews & Recommendation Period	July 20, 2020 – July 30, 2020
Board Approval	Wednesday, August 12, 2020
Commencement of Service	August 17, 2020

SECTION IV - PROGRAM REQUIREMENTS

General Firm Expectations:

1. The Firm must be licensed to do business in Washington State. The entity must also provide a dedicated State certified claims adjuster.
2. Manage and administer all workers' compensations claims according to the rules, guidelines and regulations outlined by the Washington State Department of Labor and Industries.
3. Assessment of injuries.
4. Return to work plan management.
5. User-friendly software for accessible data, Ad-hoc claim reporting.
6. Review, action plans and outcome goals for each time loss and/or large medical claim and regularly transmit information to district staff.
7. Advise on realistic and legal claim reserves for all anticipated benefits and related cost exposures on each claim. Review at least monthly or more frequently as the claim requires.
8. Identify and investigate all subrogation possibilities for potential recovery, including investigation, evaluation and negotiation of subrogation cases. Assist district Staff as needed in recovery and distribute any recovered sums.
9. Comprehensive cybersecurity plan and secure file sharing system.

Data Collection Management and Communications Expectations:

1. Maintain claim files for the prescribed statutory period. Claim files remain in the District's property.
2. Timely and accurate reporting.
3. Include the following documentation in the progress notes; telephone contacts and conversations, written correspondence, investigations, diary reviews, supervisor file reviews, authority requests, authorizations, report summaries, strategy notes, examiner analyses, payment records and changes, delays, denials and any other information that is material to the proper handling of the claims within a reasonable time from when the information is received, either orally or in writing.
4. Promptly respond to questions and requests from district staff and injured workers.
5. Provide 24 hour/7 days a week on-line electronic access to district staff, including payments, claims status, notes, printing, creating queries and messaging capabilities.

6. Attendance: Attend meetings with district personnel as requested. Attend trials and settlement conferences.
7. Respond promptly to all injured worker inquiries and questions no later than the next business day regarding the status of their claim.
8. Prepare written notification to the district's excess carrier when claim reserves reach a threshold of self-insured retention level to be determined by the District and comply with all reporting requirements to the workers' compensation excess carrier.
9. Advise district staff about assigning case managers, counselors, independent medical examiners, therapists, etc. in a timely manner, as indicated or directed.
10. Notify the workers' compensation staff immediately, both electronically and in writing of any litigation, regardless of reserve.
11. Consult the District staff before assigning of a nurse case manager, vocational counselor, attorney, or other Firm assigned to a claim. Document all assignments in progress notes. The district has the right to stipulate the use of specific Firm.
12. Required Monthly Reports: Open claims run, all claims run for current and most recent past fiscal year, OSHA Log, Loss Run Summaries, and Check Log.
13. Required Quarterly Reports: Billed/Paid Comparison reports and Loss Analysis reports.
14. Reports will be emailed within five business days of the end of each calendar month.
15. Prepare documentation necessary for the payment of:
 - a. Temporary and permanent disability benefits and other claims related expenses if supported by appropriate medical certification.
 - b. Authorized medical expenses in compliance with the current State medical fee schedule.
 - c. All other claims related expenses including those for investigations, vocational services, legal services, expert witness fees and other similar expenses.
 - d. At the district's request, a quarterly claims review with the district's assigned Claims Administrator is included in the basic service program.

Firm Preferences:

1. Safety management and guidance focused on high-risk class.
2. In-house medical reviews or access to nurse case manager network.
3. Access to legal counsel.
4. Experience working with K-12 public school districts.
5. In-house vocational expert to work with us on return to work issues.
6. Software able to integrate to SafeSchools incident tracking.

7. In-house ergonomic assistance.
8. Work site adjustments or accommodations.

Compliance, The selected Firm will:

1. Administer the program in accordance with Washington State law. Assist the district in complying with all related State and Federal laws and regulations, as well as contract requirements.
2. Provide updates and ongoing assistance with Federal and State reporting and compliance as required by outside agencies.
3. Research and advise the district of any changes in statutes, rules, and regulations regarding the district's responsibility under Federal and State laws and develop procedures to ensure its workers' compensation program is in good legal standing. Recommendations to be communicated in a timely manner.
4. Provide print communications, online tools, and other interactive services so employees understand their workers' compensation claim.
5. Coordinate with the district representatives on employee relations issues concerning workers' compensation claims.
6. Changes in adjustors will be discussed with the District in advance.
7. File quarterly supplemental workers' compensation reports, complete the loss portion of each quarterly report (SIF-6) and complete and submit annual report(s) including:
 - a. Self-Injured Business (SIF-7) to the State of Washington Department of Labor and Industries.
 - b. Claims summaries, loss reports and claim analysis as requested.
 - c. Pay wages and workers' compensation of its employees. All wages and workers' compensation will be paid in accordance with various Federal, State and local laws that guide such matters.
 - d. Initiate and document 3-point contact within forty-eight (48) hours or within two business days of receipt of a claim. The claims adjuster will document any failed contact attempts.
 - e. Enter claims into the system with in three (7) working days from date of receipt.
 - f. Advise the district when an employee is released to modified or light-duty work within one (1) working day after receiving the release.
 - g. Coordinate release of employees to modified work with the district staff within five (5) working days of knowledge of time loss.
 - h. Monthly, or more frequently as needed as requested, follow-up with the employee's physician to obtain a release to regular duty.
 - i. Prepare action plans for all time loss claims within five (5) working days of notification. Update action plans at least every thirty (30) days or more frequently as needed and enter this information in progress notes.
 - j. Review all time loss claims at least every twenty-one (21) days. Review any time loss over \$50,000 every fourteen (14) days, document in progress notes and notify the district of any irregularities.

- k. On all time loss claims make physician contact at least every thirty (30) days or as requested by the district staff.
- l. Set time loss claim reserves within ten (10) days of receipt of claim and review reserves every thirty (30) days thereafter documenting in progress notes.
- m. Assign vocational services according to Washington State laws and guidelines.
- n. Complete "employer closure" notification within ten (10) days of receipt of information indicating the file can be closed.
- o. Assure that the service provider will pay any assessment that results from failure to meet statutory time loss payment, or other penalties assessed which are caused by it or its employees or agents.

Audits/Inspections: The Firm agrees to permit the District or the District's authorized representative (including auditors from a private auditing Firm hired by the District), access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of the Firm for the purpose of auditing or inspecting any aspect of performance under contract. The inspection and/or audit will be confined to those matters connected with the performance including, but not limited to, the costs of administering contractual services. The District will provide reasonable notice of such an audit or inspection.

The District reserves the right to audit and verify the Firm's records.

District Expectations: The district will continually evaluate the performance of the contracted TPA. The district will evaluate performance based on product quality, delivery timeframes and feedback from consumers.

SECTION V – RFP TERMS AND CONDITIONS

Submission and Preparation of the RFP:

Sealed proposals must be physically received to the address stated below, by the undersigned up to, Monday, July 13, 2020, and not later than 2:00.00 pm, or on the extension date thereof; made by an Addendum, to be considered. It is the sole responsibility of the Firm, that the submittal is received at the designated location by the designated time. Electronic or Facsimile transmitted proposals will not be accepted. A hard copy response to the RFP shall only be accepted and shall be considered as an offer to contract with the District. The submittal becomes a contract when it is officially approved by the Board and accepted in writing, by both parties.

a. Return Sealed Proposals To:

Renton School District #403
Kohlwes Education Center, Business Services
Third-Party Administrator RFP LP1920-01
300 SW 7th Street
Renton, WA 98057

b. Submittal is to include copies:

One (1) must be marked "original" and contain a legally binding signature. Four (4) copies of the proposal must also be included. An electronic copy of entire submittal is to be submitted on a flash drive in pdf format.

c. Complete and Legible Submittals:

All Submittals shall include all required documentations named in this RFP. Submittals must be either typewritten or legibly written in ink with all blank spaces fully completed with all requested data accompanied by the provided forms, signed in ink by the contractor's authorized representative. The completed form shall be without interlineation, alteration, or recapitulation of work to be done. Erasures must be initialed by the person signing. Submittals must be signed in long hand, using legal signature in the name of the authorized personnel. Partnerships must be signed by one of the partners. Incomplete submittals will be rejected unless the omissions do not materially affect it.

d. Opening of Proposals:

Public opening of proposals will be held at Kohlwes Education Center, 300 SW 7th Street, Renton Washington, 98057, Room 125, Monday July 13, 2020, 2:00pm (PST). As an alternate option, a virtual zoom meeting invitation will be distributed to all Firms who submitted an "Intent to Submit Proposal" letter, in order to offer participants an option during the Governor's Stay Home, Stay Safe Order relating to COVID-19.

Late Receipt of Submittal:

Any submittal received after the scheduled date and time will not be considered. The only acceptable evidence to establish the mailing date of a late submittal is either by registered or certified mail with the U.S. Postal Service postmark on wrapper or on original receipt from the U.S. Postal Service. If neither postmark shows a legible date, it shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on date of mailing by an employee of U.S. Postal Service.)

- a. It is the sole responsibility of the Firm, alone, to assure that the submittal is received at the proper location on or before the deadline date and time.
- b. Delays caused by any delivery services, including the US Postal Service, local traffic conditions, or any other reason, will not be considered and will be returned.
- c. All materials submitted in response to the RFP shall become the property of the District.

Rejection of any or all Proposals:

The District reserves the right to reject any or all proposals for any reason, or no reason when in the best interest of the District, and to waive any irregularities and/or informalities in the bidding. In addition to any other right to reject bids, the District may determine that a bidder is not responsible and may reject/disqualify a bid for any of the following circumstances.

- ✓ More than one proposal is submitted by the same Firm under the same or different names.
- ✓ Evidence of collusion with any other Firm. Participants in such collusion shall be disqualified from submitting further proposals.
- ✓ The Firm is not qualified to perform the contract.
- ✓ Unsatisfactory performance record judged from the standpoint of conduct of service, or progress, as shown by past or current service to the District or other Districts.
- ✓ Failure to pay or settle bills on any former or current contracts.
- ✓ If the Firm has previously defaulted in the performance of a written public contract or has been convicted of a crime arising from a previous public contract.
- ✓ Any other inability, financial or otherwise, to perform the contract.
- ✓ For any other reasons deemed proper as determined from a pre-award evaluation of bidder's capability to perform.
- ✓ Any proposal submitted by a Firm who is not registered or licensed as required by Washington state laws.

Period of Validity of Proposals:

The Bidder must certify that its proposal will remain in effect for 120 days after the due date. The District may request an extension beyond the 120 days. If stated as several days, it will include Saturdays, Sundays, and holidays.

Incurring Costs:

The District shall not be obligated or be liable for any costs incurred by a Firm submitting a proposal and/or costs associated with presenting their interviews, prior to the issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the Firm.

Background/Experience/Technical Expertise:

Complete the Bid Form in its entirety for proposals to be considered. Responses can be written legibly onto the form or attach a document following the District's sequential format. Write "Attached" in each category if that option is chosen.

Pricing to be Included in Proposed Fees:

- a. The Firm's proposed fees should be presented on both a per-claim basis and a flat annual charge in the format outlined in the Bid Form.

- b. With respect to the per-claim proposal, the Firm is encouraged to offer a “not to exceed” cap.
- c. The proposed fees should be given on a “life of claim” basis.
- d. The Firm should identify which method they believe is in the best interests of the District and then make a recommendation.
- e. Financial incentives and/or adjustments advantageous to the District
- f. Determine pricing for your Firm to manage a claims runoff.
- g. The proposal of additional services is welcome. However, those services should be described adequately, and any additional cost clearly specified.
- h. Quarterly claims review with the district’s assigned Claims Administrator is included.
- i. Implementation, data conversion fee.
- j. Miscellaneous administrative support costs, including administrative costs, data information and analysis.
- k. Apart from a one-time fee for data conversion, all miscellaneous administrative support costs, including administrative costs, data information and analysis are included in the basic service fee program.
- l. Reporting fees for any additional reports other than the specified required monthly and quarterly reporting.
- m. The Firm must disclose any and all fees outside of the basic TPA service fee.

Firm Pricing:

The Firm must agree to hold proposed pricing during the life of the contract. Any necessary price adjustments due to sudden or significant market changes may be considered when notification is received in writing to the District. This notification must include adequate documentation to support any claim for price adjustment and shall be received at least 45 days prior to implementation, providing an agreement is mutually made between the Contractor and District.

Lowest Price Guarantee:

The Firm agrees if they offer the same service or product to another customer comparable in size at a lower price than the rates detailed on this RFP, the Firm will adjust the District costs to the lower rate.

References:

Provide four (4) references of equal or greater size, within the past three (3) years, who we may contact. Briefly describe each project and for each reference provide a current contact name, email and phone number. Previous projects should demonstrate experience providing workers’ compensation claims management to school districts and/or governmental employers and/or agencies in Washington State.

The District reserves the right to contact all references provided by the Firm and additional customers not listed by the Firm. All information obtained by the district will be used in the evaluation process.

Amendments/Interpretations/Questions:

Revisions, corrections, interpretations shall be released in the form of an addendum by the District and will be duly distributed in writing electronically, by email, to all Firms who have provided an “Intent to Submit Proposal”; Attachment A.

- a. Inquiries, questions, clarifications, or doubt as to the true meaning of any part of, finds discrepancies, and/or omissions in the RFP, should be directed to Lisa Palmer, Purchasing Manager, at lisa.palmer@rentonschools.us, a written request for interpretation, clarity or correction, thereof.
- b. Inquiries shall reference the appropriate section and page number and shall be responsible for its prompt delivery, to be submitted on or before the Question Submittal due date and time indicated in the proposed schedule. It is encouraged to select "Read Receipt" prior to submitting the inquiry email to guarantee receipt.
- c. Addendums issued will become part of the proposal and any contract that may result there from. Oral interpretations have no legal effect. Questions or requests for interpretation received after the Question Submittal due date will not guarantee a replied consideration.

Modifications:

Changes in or additions to the RFP documents, recapitulations of the work to be done, alternate proposals, or any other modification of the RFP documents not specifically called for, may result in the District's rejection of the bid, as not being responsive to the RFP. Any changes or modifications provided by the District will be in writing by addendum.

Examination of RFP Documents:

The Firm shall thoroughly examine and be familiar with the RFP documents. The failure or omission to receive or examine any part of the RFP or addendum, and acquaint themselves with conditions existing, shall in no way relieve any Firm from obligations with respect to the RFP submittal, or to the contract. The submission of an RFP shall be taken as prima facie evidence of compliance with this section.

Errors or Omissions:

Firms are responsible for all errors or omissions in their submittals, and any such errors or omissions will not serve to diminish their obligations to the District. A Firm who claims error and fails to enter a contract with the district, shall be prohibited from submitting a proposal on the same commodity or service if the requirement is subsequently rebid by the district. Negligence in preparing a proposal does not give a Firm the right to withdraw after opening.

Disclosures:

Authorized signature from the Firm's authorized personnel affirms there has been no gift, no offer to give, nor any intent to give at any time any economic opportunity, promise of future employment, gift, loan, gratuity, special discount, trip, favor, or service to an employee or officer of the District, connection with the bid submittal. No other promotions, concessions, gratuities, rebates, or no-charge items will be considered during the RFP evaluation or award decision.

Withdrawal of RFP:

Any Firm may withdraw their bid, either personally or by written request, at any time PRIOR to the due date and time. Communication to withdraw must be given directly to the District's Purchasing Manager. Otherwise, the bid may not be withdrawn nor may any contract proffered based on this RFP be refused within forty-five calendar days, or was sent by registered/certified mail not later than the fifth calendar day prior to the Due Date, or it was sent by mail and the District determined late receipt was due solely to the mishandling of District staff, before receipt at the District Business Services Department.

Award and Contract:

An award shall be made to the most responsive and responsible Firm whose proposal is determined to be the most advantageous, bringing "best value" to meet the performance and standards based on the evaluation and interview criteria. The top-ranked Firm will be recommended for contract award and will be submitted to the District School Board to award or reject the recommendation to contract. An award letter will be submitted to the awarded Firm for commencement of services.

Evaluation and Review Process:

Proposals will be reviewed, evaluated, and individually scored based on the criteria set forth. The Purchasing Manager will calculate, and rank scores from the evaluation committee, based on each proposal's average score, from highest to lowest. Based on the ranking of the evaluations, the district will reserve the right to select three (3) highest scoring Firms for a scheduled interview. The goal for the interview will be to provide the Firm with an equal opportunity to address all remaining pertinent issues, and to further present their Firm's qualifications. Each selected Firm will be given an equal time allotment. Interview time slots will be assigned in alphabetical order.

EVALUATION CRITERIA	
Cost of Services	30
Quality and Characteristics of Claims Adjusting Services	30
Experience and References	20
Staffing Approach	10
Reporting	10

Subsequent to Interviews: Once a Firm is selected to demonstrate, they will be rated based on the information provided in the interview. The final determination to request an award will be subsequent to the interviews and are solely based on the interview unless there is a tie. In the event of a tie, both the evaluation scores and interview rating will be combined to determine the Firm that best meets the District's needs. Virtual interviews will be accepted.

EVALUATION RATING – SUBSEQUENT TO INTERVIEWS	
Exceptional and Outstanding: Exceeded standards and expectations, and meets the outcomes identified, contains strengths, no weaknesses or deficiencies.	5
Excellent/Above Average: Exceeds standards and expectations, and meets the outcomes identified, meets performance standards and expectations, may be lacking some strengths. No signs of weakness.	4
Average/Acceptable: Meets the outcomes identified and performance standards but may contain non-significant weaknesses that may be correctable.	3
Below Average/Marginal: Fails to meet evaluation standards and expectations. Lacks essential information to verify they can meet performance standards. Does not contain the outcomes and contains significant weaknesses.	2
Unsatisfactory and Unacceptable: Fails to meet the minimum evaluation standards and expectations. Deficiencies and weaknesses are uncorrectable. Lacks understanding of the requirements or omissions of major areas.	1

Right to Negotiate:

The District reserves the right to negotiate price and contract terms and conditions with the most qualified Firm to provide the requested service. If a mutually beneficial agreement with the highest ranked Firm is not reached, the District reserves the right to enter contract negotiations with the next highest ranked Firm and continue the process until an agreement is reached. Firms are cautioned to provide their best offer initially.

Protest:

A Firm protesting regarding procedure, award of the contract, or any other reason, shall submit cause by writing, to be filed with the Business Services Department no later than three (3) business days after the date upon which bids are opened. The written protest shall include the name of the protesting Firm, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested. The written protest shall be delivered to Renton School District, Business Service Department, 300 SW 7th Street, Renton WA 98057, Attention to Lisa Palmer.

- a. Consideration - Upon receipt, the District will consider the protest. The District may, within three (3) business days of receipt, provide any other affected Firm, the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement between the protesting Firm and the Business Services Department, the Superintendent of the District or designee will review the issues and promptly furnish a final and binding written decision to the protesting Firm and any other affected Firms, within six business days of the District's receipt of the protest. (If more than one protest is filed, the District's decision will be provided within six business days of the District's receipt of the last protest). If no reply is received during the six-business-day period, the protest shall be deemed rejected.
- b. Waiver – Failure to comply with these protest procedures will render a protest waived.
- c. Condition Precedent – Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

SECTION VI - CONTRACT PROVISIONS

Term:

The contract term will automatically renew annually until formal contract termination. Commencement of services scheduled to begin August 17, 2020. The District will issue and submit a purchase order preceding each subsequent fiscal year.

Form of Contract:

Inclusively, the RFP and any attachments, appendices, addendums, schedules, and amendments generated by the district shall be the contract between the parties, hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. Additional or reduction of services or equipment may be negotiated within the contract term; providing an agreement is mutually made between the Contractor and District. The contract becomes authorized once approved by the Board and accepted in writing by both parties.

Termination:

The District, by written notice, may terminate the contract, in whole or in part, if any of the provisions of the contract are violated by the Third-Party Administrator, and/or lack of performance. The District shall provide a notice to contain the reason for such intention to terminate the contract.

Contract Transition:

In the event of a follow-on contract to a newly contracted Firm, due to termination from the present Firm, the previous Firm shall ensure a cooperative and smooth transition with the new contracted Firm and shall provide all records, status reports and contract files as agreed with the provided notice of termination.

Business Entity Change:

Should the Firm cease to exist as a legal entity, the Firm's records pertaining to this contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidations, to the Senior Manager for Risk Management or his/her designee.

Force Majeure:

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of the same shall be provided. The time of completion shall be extended by contract modification for a period equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Records Retention:

The selected Firm must follow the Office of the Secretary of State's Washington State Archives' Local Government Common Records Retention Schedule (CORE) for compensable and non-compensable, general, and eye injury claims in accordance with Title 51 RCW and Title 296 WAC. for the Workers' Compensation Self-Insurance Certification, WAC 296-15-021.

[SOS Retention Schedule page 48](#)

Insurance:

Prior to work, showing evidence by providing a Certificate of Insurance, the provider at its own cost, shall secure and maintain through the duration of this contract, Comprehensive General Liability insurance for bodily injuries (including sickness or death) and property damages, including product liability, with a limit of not less than \$1,000,000 for each accident or occurrence, and general aggregate with a limit of not less than \$2,000,000; Comprehensive Automobile Liability insurance for Bodily Injury and Property Damage, including Owned, Hired and Non-owned vehicles, on an occurrence basis, with liability limits of not less than \$1,000,000; Employers Liability insurance (Washington Stop-Gap) with a limit of not less than \$1,000,000 per occurrence; and Washington State Workers Compensation insurance - Statutory limits; Professional Liability with a limit of not less than \$1,000,000 per Occurrence, if applicable. Insurers affording coverage must carry a Best Rating of A VIII or better. With regards to General Liability, Product Liability, Auto Liability, and Employers Liability Renton School District #403, its directors, officers and employees, shall be a certificate holder and added as additional insured with the following endorsement forms: additional insured, waiver of subrogation, and primary and non-contributory. Renton School District #403, its directors, officers and employees, 300 SW 7th Street, Renton WA 98057.

Indemnification:

The Provider agrees, to the fullest extent permitted by law, Provider will hold harmless, defend, and indemnify the District, its agents, employees, and board members from any, and all liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from any and or all acts or omission by Provider under this agreement. The District shall have the right to demand that Provider defend any and all claims, lawsuits, or proceedings related to services provided under the agreement, without cost to the District, with legal representation acceptable to the District. The terms of this section shall survive termination of this agreement.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Provider, its agents, employees, and the board members from any liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from the negligence by the District.

License, Registered Firms, Permits, and Compliance:

Firms must be licensed or registered per the laws of the State of Washington. Services dispensed through the Firm's equipment must be in conformance with all applicable federal, state and local health standards and regulations. It is expressly understood that the selected Firm assumes sole responsibility to comply with all provisions of federal, state, and local laws. All necessary licenses and permits will be obtained by the Firm at their expense.

Should any additional local, federal, or state regulations be imposed affecting the contract, it shall be amended to conform to such regulations.

Federal Debarment and Suspension:

The Firm certifies, by submission of this proposal, to the best of its knowledge and belief, the Firm or any of its principals are not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the Firm or its principals in the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT PROGRAMS" published by the U.S. General Services Administration Office of Acquisition Policy.

The prospective lower tier participant shall provide immediate written notice to the District if at any time, the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Should the prospective lower tier participant enter into a covered transaction with another person at the next lower tier, the prospective lower tier participant agrees by accepting this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified

Use of Tobacco on School Premises:

RCW 28A210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted at the job site.

Law:

The laws of the State of Washington shall govern this order and the venue of any action brought hereunder shall be in the Superior Court, County of King, and State of Washington.

SECTION VII- BID FORM SUBMITTAL – CHECKLIST

For proposals to be considered, Section VII - Bid Form Submittal sections must be completed in its entirety and included in your submittal. Responses shall indicate Yes or No if applicable. Answers can directly be written legibly on the form or attached, following the District's sequential formatting. Please write "Attached" in each category if that option is chosen.

Y/N

Column

	Review all documents and attachments
	E-mail the "Intent to Submit Proposal" letter by Wednesday, June 22, 2020 lisa.palmer@rentonschools.us ; and select the option, "Read Receipt" to verify delivery.
	Complete all submittal forms in Section VII: <input type="checkbox"/> This Checklist <input type="checkbox"/> Experience Questionnaire <input type="checkbox"/> Pricing <input type="checkbox"/> Signature page, with Addendum(s) acknowledged with a legally binding signature <input type="checkbox"/> References
	Business Entity Information: Submit W9, WA State UBI, Business License, State Certification Claims Adjustor Certification
	Insurance: Submit Evidence of Insurance in the form of a Certificate of Liability Insurance, demonstrating requirements can be met.
	Standard TPA Agreement: Include a copy of your Firm's standard TPA Agreement
	One (1) original, four (4) hard copies and one (1) electronic copy on flash drive in pdf format, of the complete proposal. One (1) must be marked "original" and contain a legally binding signature. Four (4) copies of the proposal must also be included. An electronic copy of entire submittal is to be submitted on a flash drive in pdf format.
	Addressing and Mailing the RFP: The proposal must be in an inner sealed envelope and placed in a mailing envelope clearly marked in the lower left-hand corner: "RFP LP1920-01 Third-Party Administration, Workers Comp", with the proposer's name, address, and RFP Due Date clearly marked.
	Confirm all Items Noted in "Program Requirements": Can your Firm confirm and accommodate all stated items listed in the "Program Requirements", pages 5 – 8? Yes _____ No _____ Please Identify the item number/letter and explain the reasoning:
	Additional materials or information for services not listed in this RFP.

SECTION VII- BID FORM SUBMITTAL – PRICING

Firm Name: _____

1. Flat fee option cost: \$_____ Not to exceed cap: \$_____

2. Per claim costs (Pricing should be given on a life of claim basis)

Indemnity claim fee: \$_____

Medical only fee: \$_____

Reporting only fee (if appropriate): \$_____

3. Optional fee payment schedule

Annual: \$_____

Quarterly: \$_____

Monthly \$_____

4. Annual Renewals:

Fees submitted in this proposal should be proposed for the first year. Indicate the percentage increase, if applicable, for the following years in the event the District would exercise its option to extend beyond one year.

%_____ year two

%_____ year three

%_____ year four

%_____ year five

5. Pricing Questionnaire:

Answers can directly be written legibly on the form or attached, following the District's sequential formatting. Please write "Attached" in each category if that option is chosen.

1.	Apart from a one-time fee for data conversion, indicate all miscellaneous administrative support costs, including administrative costs, data information and analysis are included in the basic service fee program.
----	--

2.	Financial incentives and/or adjustments advantageous to the District.
3.	Reporting fees for any additional reports other than the specified required monthly and quarterly reporting.
4.	The Firm must disclose an additional fee associated with reported claims outside of business hours for 24/7 services.
5.	The Firm must disclose any and all fees outside of the basic TPA service fee.
6.	Indicate any miscellaneous costs such as postage, courier services, and long-distance telephone. It is expected that such charges would be part of the overhead of the firm and not charged separately.
7.	How does your firm charge for outside investigation (i.e. per claim, per services rendered, hourly rate)?
8.	If the District would be interested in hiring your Firm to manage the claims runoff, how would you propose to charge for that service?
9.	The proposal of additional services is welcome. However, those services should be described adequately, and any additional cost clearly specified.

SECTION VII- BID FORM SUBMITTAL – EXPERIENCE QUESTIONNAIRE

Firms must respond to all items in this questionnaire. Answers can directly be written legibly on the form or attached, following the District's sequential formatting. Please write "Attached" in each category if that option is chosen.

Firm Name: _____

1.	Indicate number of years the Firm has been in business under current or previous names or additional assumed business names.
2.	Provide years of experience providing school district and/or governmental workers' compensation claims management including a description of those solutions and the name of the businesses.
3.	Include a description of technical expertise solutions you have provided school district's and/or governmental agencies.
4.	How many years of experience does your firm have in processing self-insured claims?
5.	Provide a record of evidence of performance including such factors as the Firm's ability to provide excellent service to the employee and management, control costs and add value, return worker to productive work in a timely manner, meet schedules and provide effective communication and information services to an organization the size of the District.

6.	Show experience with claims management and loss control measures associated with complex organizations. Provide background, experience, education and other qualifications of staff assigned to the account.
7.	<p>a. Disclose each assigned Adjustor's maximum case load number.</p> <p>b. Would you be willing to guarantee caseloads would stay under those stated amounts?</p>
8.	<p>a. Does your Firm offer an 800 number and/or on-line reporting 24/7?</p> <p>b. Can claims be reported 24/7?</p>
9.	Please describe your Firm's experiences around working with strong union groups.
10.	Please describe your Firm's experiences around working with seasonal workers.
11.	Access to Reporting: Indicate the quantity of access passes to your system for reporting claims, downloading reports, confirming data, etc. Describe any additional information regarding system access that is available. For example, is your access in Excel format?
12.	What standard reports are available and what are the ad-hoc reporting capabilities of the information system?
13.	Are claims files maintained in a format that can be turned over the District if services or service agreement is terminated for some reason?

14.	Describe your understanding of who owns the data and the claim files. How would your firm propose to handle a catastrophic event?
15.	Does your system provide Network Provider Information to the District online? Describe the District's direct access to adjusters. Will the District receive notification of alternative contacts when dedicated adjusters are unavailable?
16.	The name and title of the person authorized to execute a contract on behalf of the Firm.
17.	Assigned Adjustor: Provide the primary contact person's name, title, and resume of the assigned Claims Administrator solely responsible for the District account. Please indicate any other primary contacts and differentiate between claim types; Claim Adjustor and/or Medical.
18.	Back-up Adjustor: Provide the names, their title, and resume of the assigned backup Claim Administrators to each primary person in their absence.
19.	Quarterly Claims Review: Provide a Quarterly claims review with the district's assigned Claims Administrator is included.
20.	How do you propose to participate in claims reviews?
21.	How do you propose to handle banking/funding arrangements?

22.	Do you offer managed care services? If so, what services are provided and by whom?
23.	Describe your procedure for notification of excess insurer.
24.	Provide a statement outlining any proposed exceptions to the district's requirements or requested clarifications to the requirements.
25.	Any additional services or procedures of benefit to the district not specifically required by this Request for Proposal, which the Third-Party Administrator offers to provide.
26.	Pending Litigations: The caption, cause number, Court, Counsel, and general summary of any litigation pending, or judgment rendered within the past 3 years involving the proposer.
27.	Describe the timeline of all administrative procedures that need to be achieved prior to July 13, 2020.
28.	Describe significant results achieved or extraordinary service given to two (2) clients of the proposed team.
29.	What differentiates your firm from other Third-Party Administrators?
30.	How should the District rate evaluate your performance?

SECTION VII – BID FORM SUBMITTAL – REFERENCES

Submittal, References:

Please list 4 schools or organizations which your organization has conducted business of the same scope and size, or customers with contracts for similar services.

REFERENCE #1: District and/or Organization Name _____

Contract Period (Dates) _____ Representative Name _____

Title _____ Phone _____

Email _____ Number of Employees: _____

REFERENCE #2: District and/or Organization Name _____

Contract Period (Dates) _____ Representative Name _____

Title _____ Phone _____

Email _____ Number of Employees: _____

REFERENCE #3: District and/or Organization Name _____

Contract Period (Dates) _____ Representative Name _____

Title _____ Phone _____

Email _____ Number of Employees: _____

REFERENCE #4: District and/or Organization Name _____

Contract Period (Dates) _____ Representative Name _____

Title _____ Phone _____

Email _____ Number of Employees: _____

SECTION VII – BID FORM SUBMITTAL - SIGNATURE PAGE

I hereby certify that I have read and understand the call for proposals, and all RFP documents pertaining to this Request for Proposal submittal.

I, the undersigned, having carefully examined the Request for Proposals, propose to furnish services in accordance therewith as set forth in the attached proposal.

By submitting a proposal, the undersigned agrees that all documents, reports, proposals, submittals, working papers, or other materials prepared by the Firm pursuant to this proposal shall become the sole and exclusive property of the district, and the public domain, and not the property of the Firm.

FIRM NAME: _____

FIRM ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____ MOBILE NUMBER _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

FIRM IS: Corporation Partnership Individual

Business license: _____ Expiration Date: _____

Washington UBI No.: _____ Expiration Date: _____

TIN/EIN (Federal Tax ID): _____ Expiration Date: _____

Name of Representative designated to the District: _____

Years with company: _____

ADDENDUM ACKNOWLEDGMENT

(To be completed only if an addendum is issues)

Receipt of Addendum No. _____, is hereby acknowledged.

Initial _____ Date _____

SECTION VIII – ATTACHMENTS
ATTACHMENT A – LETTER “INTENT TO SUBMIT PROPOSAL”

REQUEST FOR PROPOSAL

RFP LP1920-01 -THIRD-PARTY ADMINISTRATION, WORKERS COMP

RELEASE DATE

Thursday, June 11, 2020

REPOSTING DATE

Monday, June 15, 2020

DUE DATE

Monday, July 13, 2020
2:00:00 PM (Pacific Daylight Time)

LETTER OF INTENT TO SUBMIT PROPOSAL

Letter of Intent to Submit Proposal must be received by midnight Pacific Daylight Time, June 22, 2020. Firms interested in submitting a proposal shall e-mail a signed Letter of Intent to lisa.palmer@rentonschools.us indicating in the subject line, **“Intent to Submit Proposal” RFP LP1920-01 THIRD-PARTY ADMINISTRATION, WORKERS COMP**

On behalf of myself/my institution/ Firm, I hereby certify that I/we intend to submit a proposal for THIRD-PARTY ADMINISTRATION, WORKERS COMP to the Renton School District. I have read the Request for Proposal documents and attachments for these services and accept the conditions set forth therein.

Print Name

Title


Signature

Individual/Institution/Firm

Date

E-mail

SECTION VIII – ATTACHMENTS
ATTACHMENT B – INSURANCE REQUIREMENT EXAMPLE

		<h2 style="margin: 0;">CERTIFICATE OF LIABILITY INSURANCE</h2>		DATE (MM/DD/YYYY)			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Name as it appears in the contract	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE _____ NAIC # _____ INSURER A: Not Less Than A- VIII INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____						
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap: \$1MM GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000	X	X	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Claims Made Form	N/A		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$1,000,000 Per Occurrence \$10,000 Deductible
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER Renton School District #403 its directors, officers and employees 300 SW 7th Street Renton, WA 98507				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE			

Certificate of Insurance Requirements

Below are the requirements for a Certificate of Insurance to be accepted by the district. Please endeavor to complete all requirements before sending a certificate to the district or it will be returned for revision. Work cannot begin until a certificate meeting all requirements has been received and accepted by the district.

- 1. Insurers affording coverage must carry a Best Rating of A-VIII or better.
- 2. Commercial General Liability Section
 - Must be Occurrence policy, refer Claims Made policies to Brown & Brown for Review
 - Washington Stop Gap coverage may be referenced in this section
 - General Aggregate Limit should apply "Per Project"
- 3. Additional Insured, Waiver of Subrogation columns must be checked for General Liability, Automobile Liability and Umbrella Liability (if required). Additional Insured forms CG2026 and Waiver of Subrogation form CG2404 (or equivalent) must be provided along with the Certificate of Insurance. Primary and Non-Contributory coverage is required and a copy must be provided along with the Certificate of Insurance.
- 4. General Liability Each Occurrence Limit must be at least \$1,000,000, General Aggregate Limit must be at least \$2,000,000 and the Products-Completed Operations Limit must be at least \$2,000,000.
- 5. "Any Auto" coverage, which includes Hired and Non-Owned automobiles, is required. If the company does not own any vehicles, then the "Hired Autos" and "Non-Owned Autos" coverage are required.
- 6. Automobile Limit of at least \$1,000,000 is required.
- 7. Excess/Umbrella coverage must be included, if required by the contract, at a limit of at least \$1,000,000..
 - The Retention/Deductible must not exceed \$10,000.
- 8. Washington Stop Gap coverage of at least \$1,000,000 is required (if not shown in the General Liability section).
- 9. Professional Liability coverage must be included at a limit of at least \$1,000,000 Per Occurrence. **The Retention/Deductible must not exceed \$10,000.**
- 10. "Description of Operations" section should reference the contract name, number and service provided..
- 11. Certificate Holder name is to read "Renton School District #403, its directors, officers and employees".

Example Endorsement Forms:

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.