

**CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265/FAX: (205) 254-2484**

**AISHA JOHNSON, SENIOR BUYER
CARMEN JONES, PURCHASING AGENT**

**JULY 6, 2023
ITB: 24-01**

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	Bid #23-66 (A complete copy can be downloaded at www.birminghamal.gov)
PARATE SEALED BIDS FOR:	Workers' Compensation Third Party Administration
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Aisha Johnson, Senior Buyer Purchasing Division 710 North 20 th Street, P-100 City Hall Birmingham, AL 35203-2227

*****IMPORTANT SOLICITATION DATES*****

QUESTIONS DUE DATE	TECHNICAL & PRICING PORTION DUE DATE:	PRICING PORTION OPENING DATE:
Monday, July 24, 2023 by 5:00 P.M. (Central Standard Time)	Wednesday, August 9, 2023 by 5:00 P.M. (Central Standard Time)	Thursday, August 10, 2023 at 2:00 P.M. (Central Standard Time)

Proposer wishing to bid can download the complete solicitation including the specifications and bid forms via the Internet at www.birminghamal.gov (go to link titled Work, then click Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and requesting a copy be mailed to you.

BID OPENING WILL BE HELD AT:

Purchasing Division
710 North 20th Street
P-100 City Hall
Birmingham, AL 35203-2227

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions must be e-mailed to Aisha Johnson at aisha.johnson@birminghamal.gov.

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid due date. **Any submission modification(s) submitted after the "Bid Due Date" may not be considered.**

The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award a contract in whole or in part based on the needs of the City of Birmingham.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the City of Birmingham regardless of the bidder selected. Response to this solicitation does not constitute an agreement between the Bidder and the City of Birmingham.

The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the bidder. Similarly, the City of Birmingham is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

PUBLISHED: Alabama Messenger - 07/08/2023

RELEASED BY:





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INVITATION TO BID

Sealed bids marked "Workers' Compensation Third Party Administration" will be received by the Purchasing Agent, P-100 First Floor City Hall, 710 North 20th Street, Birmingham, Alabama 35203.

The technical & pricing portions of the bid will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on, **WEDNESDAY, AUGUST 9, 2023**. **Bids submitted after these dates and times will not be considered.** An original plus three (3) hard copies as well as one (1) digital copy, (USB flash drive) readable by Microsoft Word, of your technical & pricing portions must be in binders, submitted in sealed envelopes, marked "ITB FOR WORKERS' COMPENSATION THIRD PARTY ADMINISTRATION FOR THE CITY OF BIRMINGHAM BID #23-66".

The pricing portion will be publicly opened at 2:00 P.M. on **THURSDAY, AUGUST 10, 2023**.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. Late bids/proposals will be retained in the bid/proposal file, unopened.

In the effort to decrease the spread of COVID-19, bid openings will be held virtually via WebEx. Login information can be found on the City's website at www.birminghamal.gov (click on the link titled Work then click on Bidding Opportunities).

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the Birmingham City Code and State Bid Law, the proposed contract shall be in effect for a maximum term of three (3) years. The life of this contract shall exist with the approval of both parties with the provision that no price increase in the original bid prices shall be allowed.

ADDENDA

Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

All bids are to be submitted on the bid form provided and all bids are to be f.o.b. Birmingham, Alabama delivered.

The City reserves the right to reject any or all bids submitted, in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked "**Workers' Compensation Third Party Administration**", **5:00 P.M., 08/09/2023.**"

Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.


Carmen Jones, Purchasing Agent

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INVITATION TO BID (cont'd)

GENERAL

The City of Birmingham is using a competitive bid process, to select the lowest responsible bid for Workers' Compensation Third Party Administration. The process to select the lowest responsible vendor will involve consideration of technical capabilities and price.

CANCELLATION

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the services, item(s) and/or product lines(s) being supplied is/are failing to perform satisfactorily. Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award. Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama 40-12-222). For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by the State of Alabama Code, Section 41-16-50, in determining the low bidder. The contract shall become effective from the date noted in the Notification of Award letter which will be mailed to the successful bidder.

AWARD

Contract will be awarded to the lowest most responsive and responsible vendor who meets all bid requirements and has a history of successfully completing like work.

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

Each bidder is to extend prices and provide a total for the bid being submitted. For any bid award to be considered that exceeds \$10,000.00 your bid must have been accompanied by an acceptable bid bond, certified check, or cashier's check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

The City's standard payment term is Net-30 Days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net-30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's records shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

PURCHASE ORDERS

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

TERMINATION OF CONTRACT

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor" This declaration may result in the rejection of any future bids submitted by the vendor for a period to be determined by the City.

All bids submitted are to be F.O.B. delivered, City of Birmingham, Birmingham AL 35203.

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INVITATION TO BID (cont'd)

WARRANTY

Equipment/Parts furnished shall carry the standard warranty offered to the general public. **PLEASE ATTACH A COPY OF YOUR WARRANTY AS PART OF YOUR BID SUBMISSION.**

NON-COLLUSION

Contractor covenants and declares that it has not employed any person to solicit or procure this Agreement and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

PRICES

Include transportation (including fuel surcharge, if applicable).

QUANTITIES

The quantities shown on the bid form are estimated initial purchase quantities only. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract.

PRE-PAYMENTS

No prepayments of any kind will be made prior to shipment.

TAX

The City of Birmingham is exempt from all Federal Tax, and sales and use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

ADDITIONAL PURCHASES

The City has attempted to list all items for "Workers' Compensation Third Party Administration" required during the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types.

REDUCTION IN COST

Bidder agrees that the City of Birmingham will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from the successful bidder.

NON-DISCRIMINATION POLICY

During the performance of this contract the Vendor agrees as follows:

(1) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. (2) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the vendor may be declared ineligible for further municipal contracts.

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INVITATION TO BID (cont'd)

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

FORM W-9

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

BUSINESS LICENSE

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. A copy of his/her license may be submitted along with his/her bid. In the event you receive a notification of intent to award letter, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt. Failure to submit the requested information will result in the notice of intent to award being revoked.

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Proposal responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

E-VERIFY

Vendor shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

Bids may be solicited for the product included in this contract where an immediate/emergency need exists including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

QUESTIONS

Any questions concerning these specifications should be addressed to Purchasing Division, Aisha Johnson, phone (205) 254-2267, fax, (205) 254-2484, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

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INVITATION TO BID (cont'd)

SINGLE BID

If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50-a of the Alabama Code. The bid will be opened but will not be read publicly. We will proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. The rejected Bidder's initial offer will not be disclosed to other Bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

NEGOTIATIONS

The City of Birmingham reserves the right to enter into contract negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Bidder. This process will continue until a contract has been executed or all proposals have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

PROHIBITION AGAINST BOYCOTTING

By signing this contract, the Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

HOLD HARMLESS AND INDEMNIFICATION

Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

GOVERNING LAW/DISPUTE RESOLUTION

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

CONFLICT OF INTEREST

Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the City in writing of the existence of such conflict of interest.

GUARANTEE

Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which item(s) included in this bid are to purchase, and that his offering will meet these requirements of service and purpose to the satisfaction of the City of Birmingham Finance Purchasing Division and its agent.

CONFIDENTIALITY

Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

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INVITATION TO BID (cont'd)

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

Vendor shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

INVOICING

All invoices must agree with the purchase order in description and price and include the following information:

- 1.) Purchase Order Number
- 2.) Ship to Department Name and Address
- 3.) In order to ensure prompt payment, **ALL ORIGINAL INVOICES* MUST BE SENT TO:**

**CITY OF BIRMINGHAM
HUMAN RESOURCES – OHS DIVISION
710 NORTH 20TH STREET, ROOM 800
BIRMINGHAM, AL 35203**

*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the City to process payment. Invoices that do not reference an authorized Purchase Order will be returned to the vendor.

THIRD-PARTY "REMIT-TO"

If a Bidder has a third-party "remit-to" company, that information must appear on the Bidders response. The City of Birmingham will send payment to the company designated by the Bidder on its response but will not be responsible for resolving payment issues should the Bidder change payment processing companies after a payment has been mailed or without a 45-day written notification to the Human Resources Department and Accounting division of the City of Birmingham.

BID SAMPLES

Bid samples may be required. Bidder(s) must furnish sample(s) of items bid as noted in each item's specification. Any such samples requested must be made available to the City within five (5) working days or as noted in the item specification.

LAWS, PERMITS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and rules and regulations of the authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

NON-COLLUSION

Contractor covenants and declares that it has not employed any person to solicit or procure this Agreement and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

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INVITATION TO BID (cont'd)

INSURANCE REQUIREMENTS

Liability Insurance: For the duration of this contract and for limits not less stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 total with a maximum of \$300,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (24-01) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid. The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Waiver of Subrogation: Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

Proof of Coverage: Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

PRICING ESCALATION/DE-ESCALATION

The City of Birmingham may take into consideration an Economic Price Adjustment. All prices offered shall be firm against any increase for twelve (12) months from the effective date of the contract. Sixty (60) days prior to renewal, the City of Birmingham may entertain a request for escalation in accordance with the most recently published consumer price index. Each successive renewal option will be treated in the same manner. The City of Birmingham reserves the right to accept, reject, or negotiate the request for a price increase. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase. This clause also enables the City of Birmingham to seek de-escalation on the same terms.

UNIQUE ENTITY ID

The federal government has changed from the DUNS Number to the Unique Entity ID which is generated by going to SAM.gov. The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov. As part of this transition, the DUNS Number has been removed from SAM.gov.

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DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARTY ADMINISTRATION

1. **PURPOSE:** The purpose and intent of this Invitation to Bid (ITB) is to solicit sealed bids for a Third Party to administer the City of Birmingham's (COB) Employee Workers' Compensation Program. The City's Workers' Compensation Program is self-insured. All services of the City of Birmingham's Workers' Compensation Program are provided under a "Managed Care Workers' Compensation Program". Under this program, the City contracts with an outside agency to provide the services necessary to maintain a functional and comprehensive model. The primary goal of the Program is to provide the medical treatment necessary to the injured worker at the time of the injury and returning the injured worker to his/her pre-injury position as soon as medically possible.

The Occupational Health and Safety Manager oversees the day-to-day operations and works closely with the Third-Party Administrator to ensure that the needs of injured City workers are being met, to monitor and maintain control over all expenditures under the Program, and to ensure that the vendors are providing appropriate and excellent services. Within the Human Resources Department, the City employs an Occupational Health and Safety Manager and Risk Management Coordinators. The TPA will work directly with these employees as well as key Payroll, Benefits, and Departmental Representatives to ensure communication throughout the entire Program.

The City of Birmingham employs approximately 3,800 employees in a variety of positions ranging from administrative to public safety.

The City of Birmingham incurs approximately 321 claims per year. Of those claims, 255 are medical only, 66 loss time and 5 litigation claims. Currently there are approximately 272 open claims.

The TPA is responsible for forming and administering a customized comprehensive program designed to provide all components including medical and infectious disease management, claims management, case management, intake services, and loss control.

2. **PROCESS:** The award of the contract contemplated by this ITB will be made following a competitive process in which price and technical capabilities described herein will be considered. The City will consider entering into a contract with the vendor that, after evaluation of all fully acceptable bids, it determines has submitted the lowest responsible bid to the City. Contract award will not be limited to price alone but will also be based on evaluation of the technical criteria set forth later in this ITB. The City reserves the right to select a bid and make an award to the bidder determined to have made the lowest responsible bid to the City based on the City's technical criteria, or to make no award at all.

3. **OVERVIEW OF THE CITY'S WORK INJURY PROGRAM:** Employees who incur work related injuries may be eligible for Workers' Compensation benefits under Alabama's Workers' Compensation Act. While the rules and regulations of workers' compensation are governed by the State Act, the benefits themselves are paid directly by the City because it is self-insured.

In addition to the benefits for wage loss, injured employees may recover costs which are reasonable and customary for medication, supplies, hospitalization, and medical and surgical services.

The Workers' Compensation Act places some restrictions upon medical treatment, i.e. 1) the employee shall be treated by a medical provider designated by the City; and 2) the employee submits to an independent medical exam if requested/required. If an injured employee refuses to comply with reasonable request for examination, refuses to accept physical rehabilitation which the employer elects to furnish, or refuses to comply with the treatment plan or regimen ordered by the treating physician, the employee's right to compensation shall be suspended and no compensation shall be payable for the period of the refusal or non-compliance.

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CARMEN JONES, PURCHASING AGENT

JULY 6, 2023
ITB: 24-01

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

4. **SOLE SOURCE:** In the event that a vendor considers that any provision, requirement, or specification herein restricts or limits the requirements stated in this bid to a single source, it shall be the bidder's responsibility to, in writing, advise the COB's Purchasing Agent of such consideration. Such notification must be received by the Purchasing Agent no later than five (5) days prior to the date set for receipt of the technical portion of the bid.
5. **FORMAL CONTRACT REQUIRED:** The selected vendor will be expected to enter into a contract ("the Contract"). If an agreement cannot be reached between the City and the selected vendor, the City reserve the right to discontinue consideration of the selected vendor at any time and consider the bid of the next lowest responsible bidder.
6. **NEWS RELEASES:** News releases, advertising, or other public communication pertaining to this bid may not be made without prior written approval of the City. Failure to adhere to this may disqualify the bidder from further consideration.
7. **PROCEDURES AND INSTRUCTIONS FOR SUBMISSION OF BID:**

7.1. Contracts and Queries: For additional information or questions regarding this ITB contact the Purchasing Division **ONLY** – Phone (205) 254-2265, email: aisha.johnson@birminghamal.gov or Fax (205) 254-2484. The last day to submit questions is **MONDAY, JULY 24, 2023, 5:00 P.M.** Bidders are not to contact any City department, individual or consultant during the bidding or evaluation process. To do so will be grounds for rejection of your bid.

7.2. Amendment and Clarification Procedures: Inquiries about this ITB must be received in writing by the Purchasing Agent as mentioned in paragraph 7.1 above. Any questions or clarifications deemed to be of a significant nature will be answered by addendum to the bid and will be available on the internet and mailed only to those bidders who were provided a copy in person or by mail. The City may delay the technical portion receipt date if it deems necessary. Any verbal clarifications provided by any City representative shall not be binding on the City and shall in no way excuse the bidder from obligations as set forth in this ITB, or in any way amend the provisions of this ITB.

7.3. Submission Requirements: Bidders must submit an original plus three (3) copies as well as one (1) digital copy (USB flash drive) readable by Microsoft Word of both the technical portion and pricing portion of their bid to the COB Purchasing Agent. Bids shall be complete and address all the criteria listed later in this document. Bids and all conditions therein shall remain in effect for at least 90 days after bid opening date. The City reserves the right to request further extensions after the initial 90 days. The City reserves the right to reject any bid as non-responsive if it does not provide all data requested in this ITB. No other distribution of the bid shall be made by the bidder.

7.4. Preparation of Bid: Bids submitted in response to this bid must be completed as mentioned above. Elaborate qualifications and brochures are not desired. Clear, concise, and orderly information is important. All pages shall be numbered consecutively. Bids shall be included in two (2) binders for each of the three (3) copies of the bid with tabs to separate the information requested. All information except the pricing portion must be in binders marked "**TECHINCAL PORTION**". All pricing information in a separate binder marked "**PRICE PORTION**". The bidder is expected to respond to all criteria where a response has been requested in as much detail as necessary for the City to make a fair evaluation of the bid. Failure to submit all information requested will result in the Evaluation Team giving a lower evaluation score for the technical portion of the bid. Bids which are incomplete, not properly signed, or otherwise contrary to the guidelines of this ITB, may be deemed as non-responsive, rejected and will receive no further consideration by the Evaluation Team. All bids must be signed by an authorized representative of the bidder.

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ITB: 24-01**

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

7.5. Deadline for Submitting Bids: The technical & pricing portions of the bid must be received by 5:00 p.m., Wednesday, August 9, 2023 and the pricing portion will be publicly opened at 2:00 p.m., on Thursday, August 10, 2023. The Pricing portion bid opening will be at the following address:

**City of Birmingham
Purchasing Division
710 North 20th Street, Room P-100
Birmingham, AL 35203**

Both portions of bids shall be submitted in sealed envelopes and clearly marked **"ITB FOR WORKERS' COMPENSATION THIRD PARTY ADMINISTRATION FOR THE CITY OF BIRMINGHAM"**. Neither portion of the bids will be opened until after the specified date. The City will return, unopened, any bid portions received after the times and dates specified.

7.6. Disposition of Bids: all bids become the property of the City and will not be returned. In any event, one copy of each bid will be retained for the City's official files.

7.7. Proprietary Data: Ownership of all data, materials and documentation originated and prepared for COB pursuant to this ITB shall belong exclusively to the COB. If a bid includes any proprietary data or information that the bidder does not want disclosed to the public, such data or information must be specifically identifies as "Proprietary" on each individual page which contains such information. Pages of the bid that do not contain proprietary information should not be marked as such. Information marked as such will only be used by the City for the purpose of evaluating bids. All bids, exclusive of pages designated "Proprietary" will become a matter of public record. Each bidder agrees, by submitting their bid that the City has the right to use any or all ideas or concepts presented, in any bid, without restrictions and without compensation to bidder thereof.

7.8. Modification or Withdrawal of Bids: Any bid may be withdrawn or modified by written request of the bidder provided such request is received by the City prior to submittal of the technical portion. Modifications received after the technical portion is submitted will not be considered.

7.9. Cost of Response Preparation: The cost of preparing a bid in response to this ITB will not be reimbursed to the bidder.

7.10. General Contract Requirements:

7.10.1. Licenses: All bidders shall be licensed to do business in the State of Alabama and possess a current City of Birmingham business license. Should a foreign corporation be selected to provide services in accordance with this ITB, it must be qualified to transact business in the State of Alabama in accordance with Section 10-2B-15.01.et seq., Code of Alabama (1975), and possess a Certificate of Authority issued by the Secretary of State at the time a contract is executed. City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of the contract. Each bidder may submit a copy of his/her license along with his/her pricing portion of the bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

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**JULY 6, 2023
ITB: 24-01**

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

7.10.2. Taxes: Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Cost normally considered pass through costs (property tax, use tax, etc.) to the customer by the bidder must be included in the pricing portion of your bid (Code of Alabama Section 40-12-222).

7.10.3. Choice of Law/Venue: Any contract resulting from this ITB shall be governed in all respects by the laws of the State of Alabama. Venue for litigation of any dispute arising out of the contemplated contract shall be in a court of competent jurisdiction located in Jefferson County, Alabama.

7.10.4. Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with the pricing portion of the bid or no later than seven (7) working days of receipt of notice of intent to award.

7.10.5. Contract Negotiations: In the process of preparing the contemplated contract, the City reserves the right to negotiate with the successful vendor any terms and conditions which may be necessary or appropriate to accomplish the purpose and scope of the ITB.

7.10.6. Non-appropriation of Funds: Any contract entered into shall have a clause that addresses the non-appropriation of funds for any fiscal year following the initial fiscal year contract term similar to:

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for costs under this Contract, then the City shall immediately notify provider or its assignee of such occurrence and this contract shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to costs or portions of costs herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available: In the event of such termination, the City agrees to peaceable surrender use of the goods and services to bidder or its assignee on the date of such termination.

7.10.7. Termination Provision: The City reserves the right to cancel any contract awarded for cause by giving thirty (30) days written notice and seek new bids. Termination for Cause may be defined as, but not limited to, failure to satisfactorily continue to meet the minimum requirements/capabilities outlined in this document. Termination for Cause will result in the vendor being deemed non-responsible and may result in the rejection of any future bids/proposals submitted by the vendor for a period of time in the future to be determined by the City of Birmingham Purchasing Agent.

At its convenience and without occurrence of a Default by vendor, the City may terminate this Contract by providing vendor written notice of intent to terminate at least sixty (60) days before the end of the first twelve month period of this Contract, or the second twelve month period that follows the Effective Date. The vendor may terminate this Contract before the expiration of its term if after the first twelve (12) months of the Contract has expired, the vendor, upon six (6) months written notice to the City, may terminate the contract at any specified date.

7.10.8. Assignment: Successful bidder shall not assign any Contract awarded to any other party or its responsibilities or obligations under that contract without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because they were not a responsive or responsible bidder.

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**JULY 6, 2023
ITB: 24-01**

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

7.10.9. Non-Exclusive: Bids/proposals may be solicited for any good/service included in any Contract awarded where an immediate/emergency need exists. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of Contract.

7.10.10. Contract Time Frame: Any contract awarded shall be for a period of one (1) year, with the City's option to extend for two (2) additional one (1) year periods.

7.10.11. Insurance: The successful bidder shall carry general liability insurance with limits of not less than \$1,000,000.00 total with a maximum of \$300,000.00 for each occurrence and shall include, but not limited to, personal injury, property damage, vandalism, property loss and theft. The successful bidder shall also carry comprehensive automobile liability insurance with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage with combined single limit of \$1,000,000.00. Bidder shall carry Workman's Compensation coverage in an amount adequate to comply with statutory requirements.

The City's bid number (24-01) must appear on any/all copies of the Certificate of Insurance. Insurance shall be through companies authorized to do business in the State of Alabama, with a rating of B+ or better according to the most current edition of the Best's Insurance Reports. Bidder is to provide written documentation of the company's rating with their bid.

Certificate of insurance must be presented to the City within ten (10) days of notice of intent to award and prior to commencement of any work.

The vendor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of bidder herein.

City Additional Named Insured. Except for Workers' Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of vendor or the performance of its work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG2010.11 85.

Policies Primary. All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Waiver of Subrogation. Vendor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, vendor hereby waives any rights of subrogation against the City. All general or automobile liability coverage provided herein shall not prohibit the vendor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

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**JULY 6, 2023
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DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

Proof of Coverage. Before the commencement of services or work hereunder, the vendor shall provide the City a certificate(s) of insurance and endorsements (including the additional named insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this contract, the vendor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

7.10.12. Indemnity: Vendor shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "indemnities") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorney's fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Bidder, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligation hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work site by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

7.10.13. Subcontracting: It is expected that the bidder selected and awarded any contract, will be the bidder that will actually perform all services. The City does not contemplate the selected bidder subcontracting any or all the services to another vendor. However, should the bidder desire to use one or more subcontractors to perform any portion of the required work, the City must be notified in writing in advance and the City shall retain sole discretion as whether to allow the requested subcontractor(s).

7.10.14. Setoff: Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under any awarded contract all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

7.10.15. Non-Discrimination/DBE Participation: Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, disability, or sex, in the performance of the work contemplated hereunder. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

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**JULY 6, 2023
ITB: 24-01**

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

7.10.16. E-verify: Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract/agreement and shall be responsible for all damages resulting therefrom.

8. EVALUATION AND SELECTION PROCEDURES: The COB will evaluate the technical portion of all bids received based upon all information provided. The technical portion of bids will be evaluated based on the material actually provided and not on the basis of what is inferred. Structure your technical portion in the order provided in paragraph 10.

8.1. Evaluation of Technical Portions of Bids: The first phase of the process is evaluation of the technical portions of bids. This technical portion will be evaluated/scored against the criteria listed in paragraphs 11-14 below by an Evaluation Team consisting of several COB employees and a healthcare consultant. The Purchasing Agent and a representative of the Office of City Attorney will be members of the Evaluation Team as advisors only. Once all technical portions received are initially evaluated but not yet scored, the team may request the Purchasing Agent make written contact with bidders if the team has clarification questions that need to be answered. Once all clarification questions have been addressed, the team will reevaluate and score the technical portions of the bids. A bidder's price will not be considered at this point in the process because the price portion of the bids will not have been received at this point by the Evaluation Team.

8.2. Final Selection: After scoring the technical portions, the pricing portions of the bids will be received and publicly opened from bidders who submitted a responsive, responsible technical portion. Then the Evaluation Team will select the responsive, responsible technical vendor who, submitted the lowest bid.

9. AWARD PROCESS: Once the evaluation process is completed and the Evaluation Team determines the lowest responsible bid based on the Evaluation Team's scores of the technical criteria and pricing of each bid, the Team will recommend to the Mayor that the City Council award the contract to that bidder. After receiving the Mayor's approval, the final contract (which is subject to approval by the Office of City Attorney and shall incorporate all the requirements, terms and conditions of this ITB, the successful bidders bid and other agreed upon terms) the necessary resolution will be submitted to the City Council to authorize the Mayor to sign the contract. The ultimate award is subject to City Council approval.

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10. **EVALUATION CRITERIA:** The Technical Portion of bids will be evaluated and scored by the Evaluation Team using the following criteria. The point value of each criteria is listed alongside each criterion.

Technical Portion Evaluation Summary:	Assigned Points
11. Executive Summary	65 points
12. Functional Component Summary	25 points
13. Compliance and Contractual Criteria	35 points
14.1. Claims Administration	100 points
14.2. Medical Management	300 points
14.3. Infectious Disease Program	50 points
14.4. Health Care Network	220 points
14.5. Pharmacy/Fit for Duty Review	10 points
14.6. Nurse Case Management	100 points
14.7. Transition	95 points
14.8. Exception to Specifications	0 points
	TOTAL: 1,000 points

11. **EXECUTIVE SUMMARY:**

As part of the Executive Summary, please provide a letter on the stationary of the Prime Contractor identifying the name of individuals authorized to represent the Prime Contractor in discussing the bid response, and negotiating the contract. Also, please list the Prime Contractor employer identification number.

Please restate each item below and provide your response. The Contractor must also provide this information for each of its major subcontractors (if any):

11.1. Describe your organization. Include history, ownership, location of headquarters and satellite offices, and size and structure of organization. (5 points)

11.2. Describe the resources within your organization dedicated to management and treatment of workplace injuries. Include a Program organizational chart with names and titles of key individuals shown. Please provide a brief biographical sketch of key Program personnel. (10 points)

11.3. Provide evidence to demonstrate your organization's financial viability. Please enclose an audited financial statement for each of the past two fiscal years. (10 points)

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**JULY 6, 2023
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DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

11.4. Identify programs which are similar to the size and characteristics of the City of Birmingham that you currently serve. Include: (10 points)

11.4.1. Name of the Program.

11.4.2. Name, address and phone number of individual who may be contacted for a reference.

11.4.3. Please provide a brief description of the plan concerning its size and number of eligible employees.

11.5. Have the licenses of your organization or any of its affiliates ever been revoked by the State of Alabama or by any other state? (5 points)

11.6. Have any of the owners or principal officers of the organization outlined ever been convicted of a felony, any securities law violations, or been subject to any regulatory or disciplinary action? If so, please explain. (5 points)

11.7. Has your organization, its affiliates, subsidiaries, or its parent company ever filed for bankruptcy law protection? Has your organization, its parent, affiliate, or any subsidiary companies ever been subject to any regulatory action by the federal, state, or securities authorities? (5 points)

11.8. Have you ever been sued or had other legal action initiated by patients or providers for your cost management services or decisions? If yes, describe the nature of each suit, the outcome, and the settlement amount. A response is also required for each third party vendor that you contract with for services. (5 points)

11.9. Has your organization ever been the subject of any complaint filed with the Workers' Compensation Board or other regulatory agency in any state for your cost management services or decisions? If yes, describe the nature of each complaint, location, and outcome. A response is also required for each third party vendor that you contract with for services. (5 points)

11.10. Please identify any other organizations (not described above) which will be providing services in connection with your contract with the City, and for each such organization, please provide a brief description of the services to be provided, experience in providing these services, history, ownership, location of offices, size, structure, and resources dedicated to this project. (5 points)

12. FUNCTIONAL COMPONENT SUMMARY:

For each functional component, please restate and provide your response to the following (no more than two (2) pages per component):

12.1. How do you handle subrogation? Is subrogation provided in-house or by a vendor? What is the pricing structure for this service?

12.1.a. Describe any other in-house services and how and when they are utilized (e.g., bill review, medical management, SIU, etc.). (5 points)

12.2. The services which you will perform and the subcontractors that would be involved. Include all services (i.e., intake, claims management, physical therapy, prescription, IME, nurse case management, etc.) (5 points)

12.3. State specifically when the component will be in place and fully operational. (5 points)

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**JULY 6, 2023
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DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

12.4. Lay out milestones for implementation of any component that will not be ready, or not ready City-wide, on November 1, 2023. (5 points)

12.5. Please attach an appendix that includes essential attachments. For example, you may wish to include examples of written guidelines, training materials, and other communications intended for employers, employees, and medical providers, to promote appropriate treatment and reporting of injuries. (5 points)

13. COMPLIANCE AND CONTRACTUAL CRITERIA: Bidders must indicate if they agree with all statements listed below with a YES or NO. Submit your yes and no check sheets along with the technical portion of your bid. Please note that any bid that does not satisfactorily address all statements outlined in this paragraph will be subject to rejection by the City as nonresponsive:

13.1. The selected vendor will be required to assume financial and legal responsibility for all services offered in its bid whether or not it furnishes the service with its own workforce or otherwise. Further, the City will consider the selected vendor to be the prime vendor and sole point of contact with regard to all contractual matters. (1 point)

13.2. Submission of a bid constitutes express acceptance by the bidder of all provisions, conditions and requirements of this bid including all attachments. Minor exceptions will be considered. Any such exception must be clearly stated on a separate page (pages) in your bid and set forth in a section of your bid that contains any exceptions to the provisions, conditions, or requirements of this bid. (1 point)

13.3. The City reserves the right to modify this bid prior to receipt of the technical portion of the bid, to waive any defect or technicality, and to use whatever criteria the City deems appropriate in the determination of vendor responsiveness and/or responsibility. (1 point)

13.4. With the submission of a bid, the bidder agrees that no employee of the City shall be charged personally or held personally liable by the bidder for any action taken by the City in connection with the bid or the bid process. (1 point)

13.5. It is the City's Policy to solicit bids with a bona fide intention to award a contract. This policy notwithstanding, the City reserves the right at any time to: (1 point)

- Reject any or all bids;
- Modify the scope of the proposed project or of the required responses; and
- Cancel this bid in whole or in part at any time.

BIDDER COMPLIES	
YES	NO
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**CITY OF BIRMINGHAM-PURCHASING DIVISION
 710 NORTH 20TH STREET
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 OFFICE: (205) 254-2265/FAX: (205) 254-2484**

**AISHA JOHNSON, SENIOR BUYER
 CARMEN JONES, PURCHASING AGENT**

**JULY 6, 2023
 ITB: 24-01**

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

13.6. Soliciting bids and granting of contract negotiation rights does not commit the City to accept any of the terms of any bid. Final terms of any contract will be determined by direct negotiations and are subject to final approval by the City. The City may at its sole discretion suspend or terminate negotiations at any time. (1 point)

13.7. The City reserves the right to conduct contract negotiations with the vendor that has been deemed, through the competitive bidding process outlined herein and in accordance with Alabama Law, the lowest responsible bidder. (1 point)

13.8. The City may ask a bidder clarification questions about its bid. (1 point)

13.9. All bids submitted become the property of the City and may be returned only at the City's option. Bids submitted to the City may be reviewed and evaluated by any person other than competing bidders at the discretion of the City. Bid documents only become public record after formal award of the contract. The City has the right to use any or all ideas presented in any reply to the bid. Selection or rejection of the bid does not affect this right. It is further understood that the bidder must independently evaluate the information in this ITB and the City makes no guarantee of data accuracy. (1 point)

13.10. All costs of developing bids, and any subsequent expenses relating to contract negotiations are entirely the responsibility of the bidder and may not be charged to the City. (1 point)

13.11. Any provision of any contract arising hereunder is void if that provision is in violation of the laws of the City of Birmingham, Jefferson County, Alabama, the State of Alabama, or the United States, or becomes inoperative due to changes in state or federal law, or valid state or federal regulations. (1 point)

13.12. It is anticipated that a selection will be made as soon as possible. Any selection, if made, will be made on the basis of what the City determines to be the lowest, responsible bid and the City's decision will be final. The City reserves the right to award a contract for any number of products and services described in this ITB. (1 point)

BIDDER COMPLIES	
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- 13.13. The successful bidder's contract will contain a provision that the contract may be terminated by the City for cause, including but not limited to failure to perform any provision of this contract, inadequate or nonperformance of any provision of this contract, malfeasance, misfeasance, fraud, or a material change in the bidder's financial staffing or personnel and staffing position which might impair the stability of the bidder or might cause it to neglect to perform any provision of this contract properly or in a timely way. The City shall have sole authority to determine whether any such cause exists, and the City's determination shall be binding upon the organization. (1 point)

- 13.14. The bidder shall be prepared to enter into a contract with the City on or after November 1, 2023. (1 point)

- 13.15. The bidder agrees to effectuate in a timely fashion such agreements as are necessary to implement the contract and to enter into a contract with the City for a term of one (1) year with the option for two (2) additional one (1) year periods, if the City so desires. (1 point)

- 13.16. The bidder agrees to enter into a contract with the City that will incorporate as part of the contract all or part of this bid and all or part of the bidder's response(s) to the bid, as determined by the City. Furthermore, the bidder will be bound by the response(s) to this bid. (1 point)

- 13.17. The vendor shall maintain the highest standards of integrity in the performance of this contract and shall take no action against state or federal laws, regulations, or other requirements that govern contracting with the City. (1 point)

- 13.18. The vendor shall not disclose to any others any confidential information gained by virtue of the contract. (1 point)

- 13.19. The vendor shall not, in connection with this or any other related contract with the City, directly or indirectly, offer, agree, or promise to give anyone any gratuity for benefit of or at the direction or request of any employee, agent, or consultant of the City. (1.5 points)

- 13.20. The vendor agrees that in no case shall services be offered except by persons authorized and duly licensed by the State of Alabama and applicable federal regulatory agencies. (1 point)

BIDDER COMPLIES	
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DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

13.21. The vendor shall be an Equal Opportunity Employer. See Paragraph 7.10.15. (1 point)

13.22. In order to be considered, the vendor's bid must be signed by an officer who is authorized to commit the organization to the bid. (1 point)

13.23. All names and information concerning participants or eligible employees will be used only for Program purposes. The use of names for prospecting or any other purpose other than Program purposes will not be permitted. (1 point)

13.24. The vendor agrees to be fully responsible for the results of any subcontractor(s) services. (1 point)

13.25. The vendor will be required to conduct all business with the special care required in fiduciary situations. (1 point)

13.26. The vendor agrees that its bid will be binding for up to ninety (90) days after the bid opening date. (1 point)

13.27. Neither the vendor nor its subcontractors or agents shall solicit or otherwise induce an employee with respect to any matters whatsoever relating to the Program nor use information obtained under the Program to directly solicit participants with respect to any other product of said organization nor use any information obtained for any other purpose without the express written approval of the City. (1.5 points)

13.28 All information concerning the Program and participants is solely the property of the City and that information will remain confidential and will not be used or transmitted to others for any purpose whatsoever, except as required to conduct Program operations or as required by law. (1 point)

13.29. Any employee complaints will be brought to the attention of the City immediately. (1 point)

13.30. All services provided are subject to audit by the City, and the City auditors or its independent contracted auditor will have access to all pertinent financial records and information concerning the Program. You will fully cooperate with them on a timely basis whenever requested. (1 point)

BIDDER COMPLIES	
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**JULY 6, 2023
ITB: 24-01**

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

13.31. The vendor will allow the City to have access to all information held by your organization that pertains to the Program. (1 point)

13.32. A representative of your organization must be available to meet with the City as requested and be prepared to report on the current status of the Program with expenses paid by your organization. (1.5 points)

13.33. All records and materials, including archived files, database and electronic records developed for the City under the Program by your organization will remain the property of the City of Birmingham and will be furnished to the City or its designated appointee as soon as reasonably possible upon request, and at no additional cost to the City. Database records must be furnished in a standard readable format (Word and/or Excel) as designated by the City or forwarded to its designated appointee in a standard industry format. (1.5 points)

BIDDER COMPLIES	
YES	NO
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14. DETAILED TECHNICAL CRITERIA: Vendors will be required to provide all services contained in this paragraph of the bid. Please provide as much detail as you deem necessary to describe how you intend to comply with each criterion. Attach any requested documents to your bid. All criteria requiring a Yes/No response must be submitted with your technical response.

14.1. CLAIMS ADMINISTRATION:

The TPA is responsible for the intake and management of every City of Birmingham injury and infectious disease claim. In conjunction with the nurse case specialists and the involved medical personnel, the claims adjusters monitor each injury claim with the objective of returning the injured employee to work as soon as is medically possible following the injury. In order to meet this objective, the claims adjusters must be completely familiar with the fine details of each injury and must work directly with the injured employee and the medical personnel. They must also be familiar with the requirements of the Alabama Department of Industrial Relations (DIR), Workers' Compensation Division and keep current and timely on all filings required by the DIR. They must work with the City's legal department to provide information and documentation to assist in the processing of litigation of City claims. The specific duties of claims administration are as follows. Please indicate if you comply:

BIDDER COMPLIES	
YES	NO

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**JULY 6, 2023
ITB: 24-01**

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

- 14.1.1. Accept injury reports via a 1-800 number staffed twenty-four (24) hours a day with trained professionals and forward the appropriate information within a reasonable amount of time to a claims representative. (2 points)
- 14.1.2. Evaluate any open claim and make recommendations to the City as to their proper disposition in accordance with the Workers' Compensation Act. (5 points)
- 14.1.3. Maintain complete records (hard copy and/or computerized) on all reported claims on behalf of and as custodian for the City. (2 points)
- 14.1.4. Submit a monthly billing of expenditures to the City. (2 points)
- 14.1.5. Prepare and deliver all appropriate benefit payments (indemnity and medical) utilizing a payment method agreed upon with the City. The City will be responsible for all expenses related to checking account maintenance including check or voucher checks. All payments are to be made on a timely and accurate basis. (2 points)
- 14.1.6. Stay in contact with physicians and other involved medical personnel as required to maintain a current perspective on the claimants' progress toward his/her return to work (RTW). (5 points)
- 14.1.7. Work with the Occupational Health Manager to maintain contact with the injured workers. (2 points)
- 14.1.8. Keep current on the claimant's treatment plan and on any barriers to the expected RTW date. (2 points)
- 14.1.9. Prepare reports as required by the City for presentation at monthly Workers' Compensation Claims meetings. (5 points)
- 14.1.10. Attend bi-weekly case management discussions along with the Occupational Health Manager and case managers to review cases of a complex nature and/or cases which require team decision and thought. (5 points)
- 14.1.11. Prepare in whole or in part (along with the case managers) letters to physicians, letters regarding injured employee/patient care or other documentation requiring a medical perspective. (2 points)

BIDDER COMPLIES	
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DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

14.1.23. Upon receiving notice and calculations from the City of Birmingham facilitate the offset of Pension Benefits against future indemnity benefits. (2 points)

14.1.24. Review each file for subrogation potential and provide meaningful documentation of the results. (2 points)

14.1.25. Review each file for potential fraud and keep the client alerted to any findings. (2 points)

14.1.26. Work directly with the City of Birmingham's Chief Human Resources Officer to ensure the Program is meeting all of the standards required by the City of Birmingham. (2 points)

14.1.27. Provide the Compliance Officer with an Executive Summary of Program performance on a quarterly basis outlining key performance indicators as required by this agreement. (2 points)

14.1.28. Meet with the Chief Human Resources Officer on a quarterly basis to review Program and contract costs to include medical expenses, Program costs, and administrative costs (i.e. deposition, surveillance, court reports, etc.). (2 points)

14.1.29. Complete Section 111 Medicare Secondary Payer Mandatory Reporting. (2 points)

14.1.30. Assist the City with Medicare Set Aside compliance estimations and administration. (2 points)

14.1.31. Describe the process that you employ to set up a new account and the length of lead-time necessary to get the new account operational and ready to take calls? How do you customize computer screens, etc. to incorporate information directly related to the City of Birmingham Workers' Compensation Program? (2 points)

14.1.32. What types of reporting would you use for the City of Birmingham? Please provide copies of sample management reports that are supplied to your clients. Indicate whether or not these reports can be modified to accommodate any special needs that may be required by the City. (2 points)

14.1.33. Describe the technology used in your operation. What contingencies do you have in place to assure that our records will not be lost, misplaced or not communicated should this technology fail? (2 points)

BIDDER COMPLIES	
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DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

- 14.1.34. Provide details of your hiring and training process used for your Customer Service Personnel (intake specialists). (2 points)
- 14.1.35. Please provide a listing of municipalities and other major employers (including names, titles and phone numbers) for whom you are currently providing intake services. (2 points)
- 14.1.36. What processes do you use for communication of new claims information with the claims management team? What is your minimum/maximum time frame for communication of a new claim? (2 points)
- 14.1.37. Are you currently sending reports of injury to the State of Alabama related to Worker's Compensation via electronic transfer? If not, how long would the process take to prepare to do so and to have your application and tests approved by the State of Alabama? (2 points)
- 14.1.38. Although Workers' Compensation is not directly impacted by the Health Insurance Portability and Accountability Act (HIPAA), much of the medical information that arises in these cases is protected health information (PHI). What steps has your firm taken to protect PHI under HIPAA and specifically how would you translate these actions into protecting the City of Birmingham under HIPAA? (2 points)
- 14.1.39. Describe the resources within your organization dedicated to claims management. (2 points)
- 14.1.40. Do you currently offer the required claims management services in the Birmingham or surrounding areas or within any other cities within Alabama? If so, please list those sites and include the name of a primary contact at each location. (2 points)
- 14.1.41. Describe your firm's capacity to dedicate personnel to the City's account and identify the personnel who would be assigned to the City's account. Please furnish resumes for those individuals. The City anticipates the need for several dedicated personnel; a Claims Supervisor, Multiple Claims Adjusters, etc. (2 points)
- 14.1.42. How do those dedicated personnel become familiar with the specifics of all aspects of the City's Program? What contingencies are in place should the dedicated personnel be absent and others have to step-in to work on the City account? (2 points)
- 14.1.43. Should the personnel assigned to the City of Birmingham account fail to meet our expectations, what recourse do you provide? Please provide any and all copies of performance standards that you are willing to enter into with the City should you be successful in securing this contract. (2 points)
- 14.1.44. By what standards do you measure your success? What benchmarks do you employ against which you measure the timeliness, accuracy, etc. of the performance of your claims management team? (2 points)

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DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

14.2. MEDICAL MANAGEMENT:

The Contractor, must agree to provide all services and assume all responsibilities in this section. Each Contractor, unless otherwise noted in the "Exceptions" section of this bid, agrees to provide all of the services outlined in this section:

14.2.1. Offer and manage an established, credentialed and complete provider network capable of treating the work-related injuries experienced by City workers, and assist injured City workers in achieving maximum medical recovery and safe return to work. (15 points)

14.2.2. Organize and maintain a health care delivery system to treat injured City workers. This will include hospitals, physicians, therapists, and other ancillary service providers and must be reasonably accessible to workers. (15 points)

14.2.3. At the City's discretion, provide drug and alcohol testing to post-injury employees. (15 points)

14.2.4. Provide the City with a predictable Workers' Compensation budget and continue to contain the City's costs. (15 points)

14.2.5. Provide a network of treatment sites and facilities with geographical access for the City's workforce. (15 points)

14.2.6. Initial injury examination and follow-up exams and evaluations (Second Opinion Evaluations). (15 points)

14.2.7. Independent Medical Evaluations/Fitness for Duty Evaluations. (15 points)

14.2.8. All Claims on TTD over ninety (90) days with no specific time frame specified for return to duty should have Fitness for Duty Evaluation and this should be repeated every six (6) months. All claims for permanent and total disability should have an IME once a year for the first two years and as needed thereafter. (15 points)

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	BIDDER COMPLIES	
	YES	NO
14.2.9. Contractor will also schedule and arrange payment for IME's (an agreed upon number) when reasonably requested by the City. The Contractor must conform to COB's current policy. (15 points)	_____	_____
14.2.10. Acute Care Services: (15 points) <ul style="list-style-type: none"> • Initial and follow-up Treatment and Evaluations (Including Emergency, Trauma, and Inpatient Hospitalization Services) • Subspecialty Consultation and Treatment (Referrals) • Diagnostic Testing • Medical Equipment and Supplies • Pharmaceuticals 	_____	_____
14.2.11. Referral to Specialist: (15 points) <ul style="list-style-type: none"> • Emergency Medicine • Occupational and Environmental Medicine • Orthopedics • Dermatology • Ophthalmology • Psychiatry • General Surgery • Social Services/Psychology/Psychiatric • Other (Including but not limited to; Neurology, Urology, Dentistry, Cardiology, Pulmonary, and Rheumatology) 	_____	_____
14.2.12. Rehabilitation: (15 points) <ul style="list-style-type: none"> • Physical Therapy • Occupational Therapy • Hand Therapy 	_____	_____
14.2.13. Specialized Services: (15 points) <ul style="list-style-type: none"> • Evaluation and treatment of Sub-acute/Chronic Occupational Diseases • Analysis of Epidemiological Data • Contractor agrees to use its best effort to furnish expert testimony services or depositions when appropriately requested by the City at an additional reasonable charge to be agreed upon by the parties. 	_____	_____

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DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

14.2.14. Appointment of Contract's RN Medical Coordinator:

14.2.14.1. A candidate for the position of RN Medical Coordinator of the Program will be advanced by the Contractor no later than December 1, 2023. (10 points)

14.2.14.2. Once approved by the City, the contractor's RN Medical Coordinator will be employed by the Contractor but will continue to serve at the pleasure of the City. Responsibilities of the Contractor's RN Medical Coordinator will include: (10 points)

- Clinical direction, coordination, and administration of the Program.
- Assurance of adequacy and quality of care/patient service.
- Standardization of medical protocols.
- Coordination of health care providers.
- Coordination and accessibility in providing medical consultation to the City of Birmingham.
- Evaluation of appropriateness of treatment of network and out of network providers; work with providers not conforming to standards and recommend appropriate remedial actions when necessary.
- Evaluate appropriateness of duty status
- Facilitate review of drug and alcohol testing results by MRO.

14.2.15. Health Care Service Requirements and Responsibilities:

14.2.15.1. The Contractor will be responsible to coordinate with the Occupational Health Manager for the case management of all work related injuries whether they are treated in or out of the Contractor's health care provider's network. (3 points)

14.2.15.2. The Contractor will be responsible for forwarding payment of all medical care provided to active, retired and terminated City employees with service connected injuries regardless of whether the services are rendered in or out of the network. Funds will be forwarded from a designated City account. (3 points)

BIDDER COMPLIES	
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14.2.15.3. All independent medical evaluations are to be performed by board certified or eligible physicians in the appropriate specialty. All medical care and treatment must be provided under the onsite supervision of a physician who is board certified or eligible in an appropriate field. No medical students or residents are to provide any definitive treatment to City patients. (2 points)

14.2.15.4. Medical care, including emergency medical care, should be provided through the Contractor's Occupational Health Department and/or the Contractor's Emergency Department to any City employee who reports having been involved in an on-the-job injury. If the employee reports that he/she has not filed his first report of injury, he should be directed to do so following the completion of the medical treatment. The Contractor will follow-up with the injured employee to complete the paperwork, including the first report of injury, necessary to open the claim file. Medical issues not related to the injury on duty are to be referred to the patient's private medical provider. (3 points)

14.2.15.5. The Contractor is responsible to review the picture identification provided by the employee and to determine if a drug and alcohol test is necessary. If these tests are authorized for the employee, tests are to be provided at the time of the initial hospital (clinic/ED) visit. (3 points)

14.2.15.6. The Contractor is responsible for following the required protocol to get the results of the drug tests. Once received, information regarding positive drug screenings is to be provided to the City following the City protocol for notification. All information regarding the results of drug and alcohol testing for City employees must remain strictly confidential and must only be shared with authorized personnel. (3 points)

14.2.15.7. Contractor must develop protocols and treatment guidelines for the treatment of all major types of injuries within 120 days of the beginning of the initial contract year. (3 points)

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14.2.15.8. Protocols and guidelines established by the Contractor's Medical Coordinator (and approved by the City) for the medical care and treatment of patients must either be followed by the Contractor, or deviation from the guidelines must be justified in writing by the treating physician. (2 points)

14.2.15.9. Panel Provider must develop a treatment plan based on the patient's first visit to them. The treatment plan must include diagnosis, prognosis, projected return to work, number of weeks of physical therapy required, and any restrictions. It will be the responsibility of the Contractor to ensure that such treatment plans are prepared and updated as needed. (2 points)

14.2.15.10. At the request of the City, Contractor must make copies of medical records and radiographic films and other pertinent studies available as needed. (2 points)

14.2.15.11. Panel Discussions may, with reasonable notice, be convened at the request of the City or the Contractor. The Contractor must present summary medical care information and treatment plans on the patient(s) at such Panel Discussions. (2 points)

14.2.15.12. A referral system for appropriate medical treatment and follow-up for all active, retired and terminated City employees with service connected injuries must be jointly developed and agreed to by the City and the Contractor. (2 points)

14.2.15.13. The Contractor must provide the full range of medical services necessary. Certain specialist or other services which cannot be directly provided by the Contractor may be referred to appropriate service providers. The Contractor must provide the City with a list of proposed referral service providers for pre-approval by the City and such approval will not be unreasonably withheld. Such approval by the City may be revoked for lack of appropriate credentials, past performance, or for any other reason at the discretion of the City with at least thirty (30) days' notice. Additions and/or deletions to the list of approved referral services may be requested by either the Contractor or the City. (2 points)

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CARMEN JONES, PURCHASING AGENT

JULY 6, 2023
ITB: 24-01

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

14.2.15.14. When a treating physician determines that an injured employee will never be able to function in the full capacity of his/her City position, the treating physician should report this determination immediately to the Claims Adjustor in writing. The notice should include, but not be limited to the date of injury, nature of injury, diagnosis, medical evidence for diagnosis (including physical findings, radiological findings, results of other tests, or opinions of consultants and independent medical evaluations), and a statement of continuing inability to perform his/her job duties as a result of the injury. (2 points)

14.2.15.15. The Contractor's Medical Coordinator shall convene periodic telephonic case management conferences (at least once a month or more frequently if needed) to review patient care and treatment plans with the treating physician, therapist or other medical staff, as indicated. Representatives from the City shall be invited to participate. All cases open more than thirty (30) days post injury shall be reviewed at such conferences. (2 points)

BIDDER COMPLIES	
YES	NO
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DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

14.2.15.16. The City may, at its discretion, submit for peer review any open case greater than ninety (90) days post injury, if the City reasonably believes that the treatment has not been medically necessary or appropriate, provided that such treatment has occurred within the last sixty (60) days. Such peer review shall consist of review of the case by a board certified or eligible physician in the appropriate specialty, or a certified peer review specialist, selected by the City. Should such peer review, or any appeal, find that the treatment has not been medically necessary or appropriate, the Contractor must absorb the cost of such treatment and such cost may not be included in the calculation of total plan costs as it relates to any experience refund which may be due to the City. The Contractor has the right to appeal such a determination. Such appeal shall consist of a presentation to a panel comprised of the peer review physician, another physician selected by the Contractor, and a third physician selected by these two panelists. The City will have the right to designate a non-voting member of the panel. If the appeal finds that the treatment is necessary and appropriate, then the City will pay the cost of its peer review physician; the Contractor will pay the cost of its physician; and the cost of the third (not to exceed and average IME fee) will be split evenly between the Contractor and the City. If the appeal finds that the treatment was unnecessary or inappropriate, then the Contractor shall pay all additional costs. (2 points)

14.2.15.17. The City will select the treating physician at the time of the injury. Injured workers must cooperate with all reasonable and appropriate medical care, including diagnostic testing, physical therapy, and established corrective surgical procedures. If the employee is dissatisfied with the treating physician selected by the City, and if further treatment is required, the employee may so advise the City, and be entitled to select a second physician from a panel or list of four physicians selected by the City. (2 points)

14.2.15.18. The Contractor must maintain a centralized record keeping system which includes a highly integrated case management system to ensure appropriateness and timeliness of care to employees injured on duty. (2 points)

BIDDER COMPLIES	
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 ITB: 24-01**

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14.2.15.19. At no time are patients, whose evaluations and treatment have been properly approved, to be billed for services. (2 points)

14.2.15.20. All invoices for payment for work related injuries sent to the City for out of network service will immediately be forwarded to the Contractor for resolution. (2 points)

14.2.15.21. The Contractor must provide credentials to the City for all professional staff that will be providing services if so requested by the City. The City maintains the right to disqualify individuals from providing service based on prior work history and concerns. (2 points)

14.2.15.22. All patient visits and failed appointments must be recorded using forms approved by the City. Copies of the reports must be provided to the City on a daily basis and sorted by department. Each time an employee/claimant is seen, the treating physician must complete an assessment report describing employee's duty status and physical capacities and such information shall immediately be forwarded to the adjuster, who will review such with the Occupational Health Manager. (2 points)

14.2.15.23. Reports of independent medical evaluations requested by the City must be sent to the City within fifteen (15) days of the evaluation. (2 points)

14.2.15.24. Copies of medical records or summaries requested by the City should be sent within forty-eight (48) hours of request. (2 points)

14.2.15.25. The Contractor must agree that the City has the right to review cases and medical records and perform audit procedures of medical care provided. (2 points)

14.2.15.26. The Contractor will document time of arrival and departure of injured City employees requiring treatment and report such information by department to the City on a regular basis. (2 points)

	BIDDER COMPLIES	
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14.2.15.19. At no time are patients, whose evaluations and treatment have been properly approved, to be billed for services. (2 points)	_____	_____
14.2.15.20. All invoices for payment for work related injuries sent to the City for out of network service will immediately be forwarded to the Contractor for resolution. (2 points)	_____	_____
14.2.15.21. The Contractor must provide credentials to the City for all professional staff that will be providing services if so requested by the City. The City maintains the right to disqualify individuals from providing service based on prior work history and concerns. (2 points)	_____	_____
14.2.15.22. All patient visits and failed appointments must be recorded using forms approved by the City. Copies of the reports must be provided to the City on a daily basis and sorted by department. Each time an employee/claimant is seen, the treating physician must complete an assessment report describing employee's duty status and physical capacities and such information shall immediately be forwarded to the adjuster, who will review such with the Occupational Health Manager. (2 points)	_____	_____
14.2.15.23. Reports of independent medical evaluations requested by the City must be sent to the City within fifteen (15) days of the evaluation. (2 points)	_____	_____
14.2.15.24. Copies of medical records or summaries requested by the City should be sent within forty-eight (48) hours of request. (2 points)	_____	_____
14.2.15.25. The Contractor must agree that the City has the right to review cases and medical records and perform audit procedures of medical care provided. (2 points)	_____	_____
14.2.15.26. The Contractor will document time of arrival and departure of injured City employees requiring treatment and report such information by department to the City on a regular basis. (2 points)	_____	_____

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**JULY 6, 2023
 ITB: 24-01**

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

14.2.15.27. The Contractor will provide adequate parking for City employees at all treatment facilities. (2 points)

14.2.15.28. The Contractor will provide quality and timely reporting to the medical file and to the appropriate City department. Treatment reports must be legible, with a clear description of treatment plans, duty status, duty status dates, clear identification of medical restrictions and physical limitations, treating physician identity, injured employee's department, etc. (2 points)

14.2.15.29. Treating physicians (not specialists or physical therapists) must make duty determinations except in special cases. (2 points)

14.2.15.30. Treating physicians should not discuss injury compensability with patients. (2 points)

14.2.15.31. Treating physicians are required to fully inform patients regarding medical treatment, side effects of drugs, etc. (2 points)

14.2.15.32. Contractor will provide status reports on injured employees to City Occupational Health Manager within one (1) business day of treatment by primary physicians and five (5) business days of treatment by specialists. (2 points)

14.2.15.33. Contractor will provide detailed instructions to the Occupational Health Manager, describing how and where injured employees should be directed for treatment and assist the City in the communication of such, including the updating and dissemination of the Panel. (3 points)

14.2.15.34. Quality of care must always be the primary consideration of Contractor over other issues in determining appropriate treatment strategy for injured City employees. (2 points)

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**JULY 6, 2023
ITB: 24-01**

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

	BIDDER COMPLIES	
	YES	NO
14.2.16. City's Reserved Right Concerning Staffing the Workers' Compensation Program:		
14.2.16.1. The Contractor must provide the City with the right to reduce or increase the number and type of positions as noted throughout this bid. (2 points)	_____	_____
14.2.16.2. The Contractor must provide the City with the right to remove any position(s) or individual staff person(s) from this Program. Further, the City reserves the right to alter the job responsibilities of any position responsible for the City of Birmingham's Workers' Compensation Program. (2 points)	_____	_____
14.2.16.3. Contractor must disclose the compensation budgeted for each position separately with a breakout to all compensation costs (salary, benefit, social security, etc.). This information must be included in the RESPONSE to this bid. Also, the specific position job descriptions must accompany the bid response. (2 points)	_____	_____
14.2.16.4. By November 1, 2023 the Contractor must have each position staffed and operational. (2 points)	_____	_____
14.2.16.5. Each appointee must receive the approval of the City. (2 points)	_____	_____
14.3. INFECTIOUS DISEASE PROGRAM:		
The Contractor must agree to provide a comprehensive Infectious Disease Management Program. Each Contractor, unless otherwise noted in the "Exceptions" section of this bid, agrees to provide all of the services outlined in this section. Components of the Program shall include the following:		
14.3.1. Consistent designated personnel for point of contact for twenty-four (24) hour emergency exposure consultation. (5 points)	_____	_____
14.3.2. Comprehensive documentation of infectious disease exposure. (5 points)	_____	_____
14.3.3. Coordination of exposure treatment. (5 points)	_____	_____

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**JULY 6, 2023
ITB: 24-01**

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

14.3.4. Liaison responsibility with City, County, and State agencies in the event of a widespread exposure, etc. (5 points)

14.3.5. Knowledge of applicable City, County, State, and Federal regulations regarding infectious diseases. (5 points)

14.3.6. Maintenance of employee medical records. (5 points)

14.3.7. Provision of immunization services by a registered nurse including the following: Hepatitis B; Influenza; Tetanus/Diphtheria; Measles/Mumps/Rubella; Others, as indicated, or as they become available or as may be requested by the City. (5 points)

14.3.8. Provision of screening tests including the following: Hepatitis B; Tuberculosis; Measles/Mumps/Rubella; HIV, Others, as indicated, or as they become available or as may be requested by the City. (5 points)

14.3.9. Provision of education and staff training services concerning infectious disease prevention and intervention. (3 points)

14.3.10. Consultation around the development of an infectious disease control manual. (2 points)

14.3.11. Provide a detailed description of your proposed infectious disease management program specifically addressing each of the functional areas listed below: (5 points)

- Consistent designated personnel for point of contact for twenty-four (24) hour emergency
- Consultation
- Documentation of exposures
- Exposure treatment coordination
- Liaison function with the City, County, and State agencies
- Familiarity/knowledge of applicable City, County, State and Federal regulations regarding infectious diseases
- Maintenance of employee medical records/confidentiality measures
- Immunizations
- Screening Tests
- Continuing education/staff training
- Ability to provide consultative services regarding the development of an infectious disease control manual

BIDDER COMPLIES	
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ITB: 24-01**

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

14.4. HEALTH CARE NETWORK:

A comprehensive health care provider network is an essential component of the Contractor's managed Workers' Compensation Program proposed for City employees. If the Contractor proposes to develop all or part of the network and the associated network functions, an implementation plan must be included that shows timelines, target and staffing. Existing and proposed managed care networks will be evaluated on the following criteria:

- Availability – twenty-four (24) hours per day, seven (7) days per week.
- Access – The accessibility of health care providers to City employees.
- Quality of Health Care – The mechanisms in place for assuring quality of care including credentialing, peer review, etc.
- Quality of Patient Service – The mechanisms in place for assuring quality of patient service including flexibility of scheduling, monitoring of diagnostic procedures, etc.
- Cost Containment – Utilization management programs and the underlying reporting systems, protocol development, network savings structures beyond repricing, etc.

Please restate and provide a response that explicitly addresses each of the following items in the same order as presented in this section. Please note that any bid that does not address all matters outlined in this section will be subject to rejection from consideration by the City:

14.4.1. Access:

14.4.1.1. Provide a listing of the locations of all health care providers in the network including but not limited to: (5 points)

- Hospitals
- DME suppliers
- Pharmacies
- Labs (including information on drug and alcohol testing)
- Free-standing outpatient facilities
- Specialists (physicians and other professionals)

14.4.1.2. Describe the physician organization's (i.e. panel) special competencies and abilities to provide occupational injury and illness treatment medical care service. (5 points)

14.4.1.3. Describe each treating facility's compliance with Americans with Disabilities Act. (5 points)

14.4.1.4. For each primary treatment location describe in detail where the occupational injury treatment area will be, where City employees will register for treatment, where City employees will wait, how the three level triage approach will work, and what the occupational injury and illness treatment experience is for each location. (5 points)

14.4.2. Quality of Health Care:

14.4.2.1. How will Contractor measure or evaluate quality of health care? (10 points)

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DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

14.4.2.2. All subcontractors and other providers of services should be visited at least annually by medical professionals to evaluate practice settings. Describe your policy for on-site evaluation. Include references to frequency. (5 points)

14.4.2.3. Subcontractors must participate under formal contracts with the Contractor. Describe the substantive provisions of the contracts your organization will have with participating subcontractors. Contracts with subcontractors should contain provisions promoting quality of care. Describe what measures you use and how they are incorporated into your contracts. (5 points)

14.4.3.4. Contractor should disclose whether any subcontractors are either employees, or agents of the Program. If so, what quality controls exist to prevent potential under-treatment? Over-treatment? (5 points)

14.4.2.5. Contractors should have the capability to profile the performance of subcontractors. Please provide sample reports and describe how this information is compiled and used to improve performance. (5 points)

14.4.2.6. Contractor should have specific quality of care criteria for selecting and monitoring participating providers and subcontractors. Please provide key criteria used to select various providers. (5 points)

14.4.2.7. Describe any providers credentialing and re-credentialing process. (5 points)

14.4.2.8. Describe subcontractor sanction procedures. (5 points)

14.4.2.9. Describe how you will train participating subcontractors and providers of services. (5 points)

14.4.2.10. What clinical qualifications and experience does the Contractor possess in industrial medicine rehabilitation? (5 points)

14.4.2.11. Describe your plan and the plan of your subcontractors to handle employee complaints concerning quality of treatment and/or services. (5 points)

14.4.3. Quality of Patient Care:

Certain participating providers should be contractually required to see injured workers immediately after the injury and to schedule follow-up visits promptly. How many participating providers are available on this basis? What strategies does Contractor use to assure injured workers are seen promptly by providers? How long will an injured worker wait to obtain an initial treatment? An orthopedic evaluation? Physical therapy?

14.4.3.1. Patient surveys are an essential indicator of quality care. What is your current approach to designing and administering patient survey programs? (5 points)

14.4.3.2. How will the Contractor ensure that patients are referred to appropriate specialists and only for those diagnostic procedures necessary? (5 points)

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ITB: 24-01

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14.4.3.3. Please indicate the turnaround time that you will require for specialist to report on patient visits to the primary physicians. (5 points)

14.4.3.4. Describe your procedure to inform all treating physicians, specialists, physical therapists, and other contracted health care professionals of all appropriate requirements described in this bid. (5 points)

14.4.3.5. Describe in detail your procedures to direct injured City employees for initial treatment and ongoing treatment. Discuss how you will determine to which treatment facility an injured employee will be directed. (10 points)

14.4.3.6. Describe your strategy to ensure continuity of care for injured employees. (10 points)

14.4.3.7. Please describe what you believe are appropriate standards for patient waiting time on initial office visits, for primary physician office visits and specialist office visits. Also discuss appropriate waiting times for scheduling of appointments. (5 points)

14.4.4. Billing and Cost Containment:

14.4.4.1. Describe the organizational structure of your cost containment program and its integration with bill payment. Please provide a flow chart indicating the flow of claims and bills through the system. (15 points)

14.4.4.2. What medical/cost management services do you provide? (Please provide detail) (15 points)

- Bill Review
- Medical Benefit Review
- Claimant Interaction/Advocate Services
- Outpatient Diagnostic Testing Review
- Case Management
- Chiropractic Review
- Inpatient Networks
- Physician Networks
- Rehabilitation Facility/Services
- Physician Advisors
- Provider Profiling
- Prescription Drug
- Networks/Review
- Other (please list)

14.4.5. Bill Review:

14.4.5.1. Describe your procedures to ensure that all bills are reviewed for fee schedule and/or usual and customary repricing. (5 points)

14.4.5.2. Is bill review done by an internal system or is it subcontracted? What is the name of your system or subcontractor? (5 points)

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ITB: 24-01**

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14.4.5.3. Does the bill review system identify and reprice for unbundling, up-coding, and duplicity? (5 points)

14.4.5.4. How do you ensure that examiners authorize payment at the repriced level and not at the original billed level? (5 points)

14.4.5.5. What are your procedures for handling provider challenges of repricing? (5 points)

14.4.5.6. In the past twelve (12) month period, how many bills were sent to bill review? What is the total savings from: (5 points)

- Fee Schedule Reductions
- Rebundling/Recoding
- Usual and Customary

14.4.6. Utilization Management:

14.4.6.1. How do you monitor provider directed utilization of services to prevent over utilization of services? Is there a computer link between UR process and bill review? (5 points)

14.4.6.2. If a primary care physician refers a patient to a specialist, who is responsible for maintaining medical management of the case? (5 points)

14.4.6.3. When do you introduce medical case managers to a case? What are the qualifications of your medical case managers? (5 points)

14.4.6.4. Describe the medical case management process. Is the medical case manager empowered to meet with physicians in cases where diagnostic information is incomplete or return to work dates are longer than the diagnosis seems to indicate? (5 points)

14.4.6.5. What are your protocols and procedures for handling stress claims? Do you have specialty resources to assist in managing these cases? (5 points)

14.4.6.6. Describe your chiropractic review process. Do you have clinical protocols for the type and length of treatment? If so, who created them? What procedures are followed if a provider disagrees with the standards? (5 points)

14.4.6.7. Describe your inpatient utilization review procedures: (5 points)

- Pre-Certification
- Concurrent Review (on-site or telephonic?)
- Discharge Planning

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**JULY 6, 2023
 ITB: 24-01**

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

14.5. PHARMACY/FIT FOR DUTY REVIEW:

The Contractor must agree to provide a comprehensive fitness for duty drug review for City of Birmingham Public Safety personnel. Each Contractor, unless otherwise noted in the "Exceptions" section of this bid, agrees to the service outlined in this section. If a full-duty public safety employee reports to duty while taking any legally prescribed medication and has reason to believe that the drug usage may result in a direct threat to himself or others by impairing his/her ability to perform essential job functions, the employee must report his/her prescription drug usage to his/her supervisor prior to the beginning of his/her tour of duty. The supervisor is responsible for notifying Occupational Health and Safety of concern.

14.5.1. The Occupational Health and Safety Division will consult with the City's Medical Director regarding the medication. The Medical Director will provide the Occupational Health Manager with a verbal recommendation regarding the employee's fitness for duty. The Occupational Health Manager will advise the employee's supervisor of the Medical Director's opinion regarding the ability or inability of the employee to perform his/her job functions while using the prescribed medication. (4 points)

14.5.2. The goal of the prescription drug oversight program is to provide the first-line supervisor with a timely, good faith recommendation from a medical professional as to whether a public safety employee is possibly impaired by medication. (2 points)

14.5.3. Provide a detailed description of your proposed approach to providing a comprehensive pharmaceutical review in relation to determining City of Birmingham Public Safety personnel fitness for duty. Specifically address the coordination of this service, including communication plans with appropriate City of Birmingham administrative personnel. (2 points)

14.5.4. Describe the types of reports that the City can expect to receive from the selected subcontractor for pharmaceutical reviews. (2 points)

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DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

14.6. NURSE CASE MANAGEMENT:

The Contractor must agree to provide nurse case management as outlined in this section. Each Contractor, unless otherwise noted in the "Exceptions" section of this bid, agrees to provide all of the services outlined in this section:

14.6.1. Know the medical detail of each lost time injury. (10 points)

14.6.2. Know the expected length of disability (ELOD) and the expected return to work (RTW) date of each injury. (5 points)

14.6.3. Connect the causal relationship of the injury to the medical evidence provided. (Is the explanation of the injury as provided by the claimant reasonable and does it support the physiological result expressed by the medical community?) (5 points)

14.6.4. Stay current on all on-going treatment and treatment plans for each assigned claim. (5 points)

14.5.5. As medical reports are received at TPA enter all medical information into the claims notes of the assigned claim. (5 points)

14.6.6. Stay in contact with physicians and other involved medical personnel as required to maintain a current perspective on the claimants' progress toward his/her RTW. (5 points)

14.6.7. Keep the Claims Adjuster/Occupational Health Manager current on the claimant's treatment plan and on any barriers to the expected RTW date. (5 points)

14.6.8. Attend bi-weekly case management discussions along with the claims adjusters and Occupational Health Manager to review cases of a complex nature and/or cases which require team decisions and thought. (5 points)

14.6.9. Prepare in whole or in part (along with the claims adjusters) letters to physicians, letters regarding IME's, letters regarding L & I or other documentation requiring a medical perspective. (5 points)

14.6.10. Document in clear, concise easily understood language all medical claims notes. (5 points)

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ITB: 24-01**

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

14.6.11. Participate in monthly non-litigated claims reviews and be prepared to discuss each claimant's medical progress. (5 points)

14.6.12. Attend monthly Workers' Compensation Steering Committee meetings as needed. Review all medical bills for appropriateness to employee injury and diagnosis. (5 points)

14.6.13. Assist the Claims Adjusters and other members of the team as may be instructed by the Claims Supervisor and/or by the City's Occupational Health Manager. (5 points)

BIDDER COMPLIES	
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_____	_____
_____	_____

Please restate and provide a response that explicitly addresses each of the following items in the same order as presented in this section. Please note that any bid that does not address all matters outlined in this section will be subject to rejection from consideration by the City:

14.6.14. Describe the resources within your organization dedicated to nurse case management of workplace injuries. (5 points)

14.6.15. Do you currently offer the required services or similar nurse case specialists services in the Birmingham or surrounding area or within any other cities within Alabama? If so, please list those sites and include the name of a primary contact at each location. (5 points)

14.6.16. Describe your firms' capacity to dedicate nurses to the City's account and identify the personnel who would be assigned to the City's account. Please furnish resumes for those individuals. The City anticipates the need for 2 to 3 nurses. (5 points)

14.6.17. How do those dedicated nurses become familiar with the specifics of all aspects of the City's Program? What contingencies are in place should the dedicated nurses be absent and others have to step-in to work on the City account? (5 points)

14.6.18. Should the nurses assigned to the City of Birmingham account fail to meet our expectations, what recourse do you provide? (5 points)

14.6.19. By what standards do you measure your success? What benchmarks do you employ against which you measure the timeliness, accuracy, etc. of the performance of your nurse case managers? (5 points)

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**AISHA JOHNSON, SENIOR BUYER
CARMEN JONES, PURCHASING AGENT**

**JULY 6, 2023
ITB: 24-01**

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

14.7. TRANSITION:

During the transition period described herein, the Contractor will be required to provide all services described in this bid. Each Contractor, unless otherwise noted in the "Exceptions" section of this bid, agrees to provide all of the services outlined in this section:

14.7.1. All City employees injured on duty after November 1, 2023 will be referred by the City to the Contractor's health care network. The Contractor will be paid for services rendered based upon the fee for service schedule. (10 points)

14.7.2. The Contractor must submit to the City a detailed fee for service rate schedule for services to be rendered during the transition period for medical care. In addition, the Contractor must quote a monthly fee to provide all services required by this bid. (10 points)

14.7.3. As part of the response, Contractor must submit an Implementation Plan which the City can immediately implement after selection of the Contractor, describing all requirements for the City to change its panel of providers. Monthly fixed price payments to the Contractor by the City will commence on the later of December 1, 2023 or the date that the official contract had been signed by all involved parties and continue thereafter. (10 points)

14.7.4. At the inception of the contract, the Contractor will assume medical management responsibilities for all open claims and any new or reopened claims. The City will provide assistance in gathering required information and documentation. (5 points)

14.7.5. During the transition period, the City agrees to pay for all health care services rendered by out-of-network providers based upon existing negotiated fee schedule or the invoice amount. The Contractor will review and approve these invoices for payment. The Contractor will be responsible for disbursing payments to out-of-network providers upon funding and authorization by the City. (5 points)

14.7.6. Any additional costs incurred by the Contractor for the transition of existing medical care records and cases during the transition period must be quoted separately and should not be included in the annual fee quoted by the Contractor. A detailed description of any such additional costs must be provided to the City. (5 points)

BIDDER COMPLIES	
YES	NO
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

Please restate and provide a response the explicitly addresses each of the following items in the same order as presented in this section. Please note that any bid that does not address all matters outlined in this section will be subject to rejection from consideration by the City:

14.7.7. Provide a detailed fee schedule for medical care, and all other services required by this bid. Also provide a monthly fee for the transition period. (5 points)

14.7.8. Please comment on your experience in assuming the responsibility of delivering health care to injured workers from an existing employer who had been providing for these services elsewhere. (5 points)

14.7.9. Be specific as to the number of such programs you have taken over and provide a brief description of each program. (4 points)

14.7.10. Please describe in detail how you established your fees during the transition period and during the first contract year of the most recent work injury program similar in size to the City's (or your largest program if none are the size of the City's) which you took over? (4 points)

14.7.11. Be specific as to how you would plan the transition of open and closed injury cases. Address such specific issues as:

14.7.11.1. What would you do with archived medical records? (4 points)

14.7.11.2. How would you determine which open cases to transfer immediately, and which, if any, to leave with the current medical provider? (4 points)

14.7.11.3. How would you handle the transition of problem or serious cases? (4 points)

14.7.11.4. What problems, if any, would you expect in getting medical information from existing providers? (4 points)

14.7.11.5. How would you communicate the takeover of case management cases to the injured employees? (4 points)

14.7.11.6. How long do you believe it would take to make such a transition based on the City's current position? (4 points)

14.7.11.7. How long would it take before you assumed case management responsibilities on 80% of the cases? (Specify the number of cases in each instance.) (4 points)

14.7.11.8. Describe your estimated staffing requirements during a transitional period for the City. (4 points)

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ITB: 24-01**

DETAILED GENERAL SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARY ADMINISTRATION (cont'd)

14.8. EXCEPTIONS TO SPECIFICATIONS:

Please list any exceptions which you may have to any requirement, scope of service, or conditions stated in this bid.

14.9. CLOSING COMMENTS:

The City of Birmingham is seeking the highest level of care and service in all aspects of its work-related injury Program. It is important to the City to continue to control the costs of work-related injuries. We understand that with a combination of professional claims management, quality medical care and medical case management, our internal safety team, and the continued backing from the Mayor and senior City officials, the cost of work-related injuries can be controlled and reduced over time. The quality of medical care must maintain the highest standards, even while the entire Workers' Compensation team strives to reduce costs.

Toward this end, in responding to this bid, all Contractors should be aware that the City will expect proper treatment of patients and handling of injured workers, with emphasis on quality of care and best practices.

At the same time, it is also the intent of the City to make certain that through the Program outlined in this bid, that employees who are not entitled to service related benefits do not receive them. Contractors who respond to this bid should understand that the City is committed to supporting any efforts on the part of the team members to eliminate fraud and abuse of the system.

15. FIXED COST ANNUAL ADMINISTRATIVE FEE:

It is the City's intention to contract with one Contractor to provide all of the services outlined in this bid, including but not limited to intake, claims management, medical care delivery, infectious disease programs, drug and alcohol testing, and nurse case management. The City requires the Contractor to assume the full responsibility for coordinating and delivering the services outlined in this bid. The Contractor's price for all of the services in this bid should be quoted in the form of an annual fee per year. **SEE ATTACHED BID FORM.**

In establishing the price for this bid, bidders should not include any costs that will be incurred to provide the service outlined in this bid during the transition period. The vendor is required to list its charges for transition period services separately in accordance with paragraph 14.7.7 of the technical portion of your bid. **DO NOT INCLUDE THEM IN THE ANNUAL FEE ON THE BID FORM.**

The vendor should assume being awarded a one (1) year contract with two (2) one (1) year renewal options, exercisable at the option of the City.

Indicate on the **BID FORM** the second and third year annual fee.

Should a bidder desire to provide their standard form contract, it should be included with the pricing portion of the bid. If any term or condition of the standard form contract is non-negotiable, such term or condition should be clearly identified. Non-negotiable terms or conditions determined to be unsatisfactory to the City may result in the disqualification of the bid.

NOTE: Lowest bid price received will be determined solely upon the sum total of the annual fees for all three (3) years.

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**JULY 6, 2023
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BID FORM

Carmen Jones
Purchasing Agent
City of Birmingham, AL

Submitted below is my firm bid for workers' compensation third party administration for the City of Birmingham, in accordance with your invitation to bid and specifications dated June 28, 2023. Prices quoted are in accordance with specifications except as listed in sections 14.8 of the technical portion of my bid.

Annual Administrative Service to Administer the Workers' Compensation Program	Annual Administrative Fee
YEAR 1	\$
YEAR 2	\$
YEAR 3	\$
GRAND TOTAL YEARS 1 - 3:	\$

NAME OF YOUR COMPANY _____

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JULY 6, 2023
ITB: 24-01

DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS,
AND OTHER RESPONSIBILITY MATTERS

(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;
- (c) Are are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d) Have have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.
- (e) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS)**
Duns number must be provided on the signature page of this document before an award can be made to facilitate System Award Management (SAM) certification www.sam.gov/SAM. Companies that do not have a free DUNS number may visit www.dnb.com/duns-number/get-a-duns.html for more information.
The City of Birmingham does not provide DUNS numbers.

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME

DATE

_____ I am unable to certify to the above statements. My explanation is attached.

NAME OF YOUR COMPANY _____

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ITB: 24-01**

City of Birmingham Transparency in City Government Disclosure and Certification Form

TRANSPARENCY IN CITY GOVERNMENT DISCLOSURE AND CERTIFICATION FORM

INSTRUCTIONS:

This form must be fully completed by any individual or entity (hereinafter referred to as "Vendor") seeking to enter into a contract or appointment, provide services, obtain funding or otherwise do business with the City of Birmingham with the express exclusion of persons or entities exclusively providing grant funding to the City, General Services Administration (GSA) vendors, national cooperatives approved by the Alabama Department of Examiners of Public Accounts and governmental entities to include City boards and agencies.

Submit completed forms to the appropriate City Department. All questions must be answered. Respond "Not applicable" or "NA" if a question does not apply. Attach additional pages if needed. Completed forms will be submitted to the Birmingham City Council or the appropriate Council Committee along with the Applicant's proposed contract, appointment and/or funding request.

For purposes of this Form, the following definitions apply:

Family Member of a Public Employee. The spouse, domestic partner or a dependent of the public employee.

Family Member of a Public Official. A spouse, domestic partner, dependent, adult child and his or her spouse, parent, spouse's parents, sibling and his or her spouse, of the public official.

Public Employee. Any person employed by the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

Public Official. Any person elected to public office of the City of Birmingham, whether or not that person has taken office, by the vote of the people, and any person appointed to a position at the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

This Form is a:

New Submission

Update to a Previous Submission

Section 1: VENDOR NAME AND CONTACT:

Vendor's Legal Name:

Physical Street Address:

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**JULY 6, 2023
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Mailing Address:

Phone Number:

Contact Person:

Section 2: DISCLOSURES

(a) Identify all officers, directors, owners, members, partners and executive management of the Vendor.

(b) (PUBLIC OFFICIAL)

Are any of the persons identified in paragraph (a) above a Family Member of a Public Official of the City of Birmingham or do they have an employment or other business relationship with a Public Official of the City of Birmingham or a Family Member of a Public Official? If "yes", describe any family, employment or business relationship with the Public Official.

Yes **Not Applicable**

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**JULY 6, 2023
ITB: 24-01**

City of Birmingham Transparency in City Government Disclosure and Certification Form

(c) (PUBLIC EMPLOYEE)

Are any of the persons identified in paragraph (a) above a Family Member of a Public Employee of the City of Birmingham or do they have an employment or other business relationship with a Public Employee of the City of Birmingham or a Family Member of a Public Employee? If "yes", describe any family, employment or business relationship with the Public Employee.

Yes Not Applicable

SECTION 3. LOBBYISTS, CONSULTANTS & ATTORNEYS:

During the past three (3) years, has Vendor retained, hired or paid any person or entity including, but not limited to, a lobbyist, consultant or attorney, to assist Vendor in obtaining a City contract, appointment or funding? If "yes", identify by individual name, firm name, address and telephone number any such person or entity.

Yes Not Applicable

SECTION 4: DISCLOSURE OF CONTRIBUTIONS:

During the past three (3) years, has the Vendor provided a campaign contribution, a contribution to a political action committee that provides funding to a Public Official's campaign or other funding to or performed services for a Public Official, or provided funding to or performed services for an individual or entity, including a charitable entity, at the request of a Public Official or Public Employee? If yes, identify the amount, date and recipient of any campaign contribution or other funding and/or the date, contract amount and nature of services performed.

Yes Not Applicable

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**JULY 6, 2023
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City of Birmingham Transparency in City Government Disclosure and Certification Form

SECTION 5: CONTRACTS WITH THE CITY OF BIRMINGHAM:

Does the Vendor have any existing contracts with the City of Birmingham or contracts which have expired or been terminated within the past three (3) years?

Yes No

SECTION 6: CLAIMS AGAINST THE CITY OF BIRMINGHAM:

Does the Vendor have any pending claims against the City of Birmingham.

Yes No

SECTION 7: GOOD STANDING:

By signing this *Transparency in City Government Disclosure and Certification Form* Vendor affirms that it is current in regard to all required federal, state, and local business, tax and other filing requirements and licensure.

CERTIFICATION:

I, the undersigned, certify that I am authorized to execute this *Transparency in City Government Disclosure and Certification Form* on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the City of Birmingham is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the City to notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

VENDOR SIGNATURE:

NAME:

DATE:

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SIGNATURE PAGE

Complete and return this page with the pricing portion of your bid.

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority - and women - owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

Bidder acknowledges receipt of _____ addenda(s).
(addenda number)

U.E.I.D # _____

Date of Bid

Name (Print legibly or Type)

Company

Title

Street Address

Signature

City State Zip

Tax ID Number

Post Office Box

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

Cell Phone

IF AVAILABLE, PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. BID AWARD NOTICE ADDRESS _____

2. PURCHASE ORDER ADDRESS _____

3. REMITTANCE ADDRESS (and name if different than above) _____