

Special Districts Association of Oregon

Request for Proposal (RFP) SDIS and PACE

Liability, Property and Workers' Compensation

Claims Audit

Special Districts Association of Oregon
Scott Neufeld
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RFP Schedule	
Issuance of RFP:	January 8, 2018
Submission of Questions about the RFP:	January 22, 2018, by 5:00pm PST
Proposal Due:	February 12, 2018, by 3:00pm PST
Anticipated Contract Award:	February 28, 2018

Faxed proposals will not be accepted.

**REQUEST FOR PROPOSAL
FOR
LIABILITY, PROPERTY AND
WORKERS' COMPENSATION CLAIMS AUDIT**

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For more information or for clarification of any part of this RFP, including Technical Specifications, the Association point of contact is Scott Neufeld, Special Districts Association of Oregon, PO Box 23879, Tigard, OR, 97281, Telephone (503) 371-8667 or email to sneufeld@sdao.com.

I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified vendors to audit liability, property and workers' compensation claims for the self-insurance pools administered by SDAO. (SDIS and PACE)

The individual or firm will be awarded a contract to perform the required services deemed best who meets the needs and requirements of the organization. Interested individuals or firms must submit proposals to provide auditing services for the SDAO.

B. BACKGROUND

Special Districts Association of Oregon (SDAO) is a 501 (C) (6) not for profit corporation that provides liability, property, workers compensation, and risk management services to Oregon public entities through the Special Districts Insurance Services Trust (SDIS) AND the Property Casualty Coverage for Education Trust (PACE). Both pools are based in Salem, Oregon. SDIS was formed within Special Districts Association of Oregon in 1985 during the hard insurance markets when public entities could no longer find a market to cover their specialized insurance needs. PACE was formed within the Oregon School Boards Association in 2006 when two competing pools merged.

SDAO administers claims for the SDIS Trust and is contracted to administer claims for the PACE insurance trust (two (2) separate pools with one common claims staff). SDIS accounts for approximately 50 general and auto liability, auto physical damage, and property claims per month. PACE accounts for approximately 100 general and auto liability, auto physical damage, and property claims per month. SDIS also receives approximately 60 workers' compensation claims per month. SDIS employs seven Property/Casualty adjusters and one manager and the Workers Compensation claims are handled by three claims examiners and one manager. The claims managers are supervised by the Director of Risk and Claims Management. The claims office is located in Tigard, Oregon.

SDAO uses a mix of both paper and electronic claims files through their computer system called RiskMaster X.

II. SCOPE OF WORK

The successful vendor shall provide claims audit services for general liability, auto, property, and workers' compensation claims to BOTH POOLS IN TWO SEPARATE REPORTS. The audit shall include, but not be limited to, the following:

- 1) Review of SDAO standards and practices guidelines.
- 2) Evaluation of SDAO's current oversight procedures and settlement authority process given SDAO's current retention, as compared to recommended best practices.
- 3) Evaluation of SDAO's deductible billing procedures.
- 4) Evaluate internal controls of claims department.
- 5) Evaluation of the litigation management process, including procedures and criteria for selecting attorneys; establishment of reporting procedures; ongoing monitoring; case management; and appropriate management of legal expenses.
- 6) Evaluation of case reserve practices, including adequacies of reserves postings, and timeliness of reserve changes.
- 7) Evaluation of control of liability claims, including use of available defenses and immunities, coverage analysis, promptness of initial contact, and investigation.
- 8) Evaluation of work load of staff, including overall workload of office and case load of individual adjusters.
- 9) Evaluation of the claims management process including diary control, adequacy of claims handling procedures and supervisory claims quality control.
- 10) Evaluation of the claims management information systems with regard to accuracy, tracking of claims, distribution to members and agents and the usefulness of information to members and SDAO staff.
- 11) Evaluation of the adequacies of coverage analysis.
- 12) Assessment of file documentation.
- 13) Evaluation of investigation practices.
- 14) Determination of whether claims were handled in a timely and efficient manner.
- 15) Evaluation of communication among staff, members and claimants regarding clarity.
- 16) Evaluation of the process for communication with excess and reinsurance carriers, including compliance with reporting procedures.
- 17) Evaluation of subrogation and recovery practices.
- 18) Compliance with state law when appropriate.
- 19) Evaluation of cost savings alternatives, such as bill review/MCO.
- 20) Evaluation of use of outside contractors such as investigation services and outside adjusters.

File Selection

The auditor shall use appropriate sampling techniques that will provide a 90% level of confidence. The auditor shall outline the sampling techniques and methodology in the response. The sampling techniques shall include at least the following factors:

- Open files from each adjuster
- Open files in litigation
- A representative number of files from all lines of coverage
- Closed files for each adjuster

III. SCHEDULE AND SUBMITTAL

A. RFP AND EVALUATION SCHEDULE

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B. SDAO CONTACT PERSON

Scott Neufeld
Director of Risk and Claims Management
sneufeld@sdao.com
PO BOX 23879
Tigard, OR 97281
(503) 371-8667

C. WRITTEN QUESTIONS

If proposers have questions about the RFP, they are encouraged to submit them as soon as possible, but no later than the **5:00 p.m. (PST) on January 22, 2018**. Questions must be in writing and may be mailed or e-mailed to the contact person section II, subsection B (above). SDAO will not be obligated to answer any questions received after the deadline, or any questions submitted in a manner other than as instructed above. A written response will be provided to those questions that are deemed appropriate. The response will be in the form of an addendum and will be sent to all individuals or firms in receipt of this RFP.

D. PROPOSAL SUBMITTAL

1. General

Proposals must be received by **3:00 p.m. (PST), February 12, 2018**. Any proposal received after this date and time will not be considered.

Delivery of proposals by the specified deadline is the sole responsibility of the Proposer. SDAO will not be responsible for, nor accept as a valid excuse, any delay in mail service or other method of delivery used by the Proposer except where it can be established that SDAO was the sole cause of the late receipt. No more than one proposal may be submitted by each proposing individual or firm.

Failure of the Organization's responsible officer to properly sign the proposal will result in no consideration being given to the proposal. **Late proposals will not be accepted.**

2. Method of Submittal

The proposal must be submitted either by PDF electronically to sneufeld@sdao.com with a subject heading of "SDAO 2018 Claims Audit" or in paper form in a sealed envelope marked "SDAO 2018 Claims Audit" and delivered to:

Scott Neufeld
Director of Risk and Claims Management
PO BOX 23879
Tigard, OR 97281
(503) 371-8667

If mailing Proposer should include one (1) original and one (1) copy of the proposal. If the proposals are hand-delivered, SDAO's business hours are 8 a.m. to 5 p.m. (PST), Monday through Friday. The physical location of the SDAO claims office is 7125 SW Hampton, Tigard, OR 97223. Faxed copies will not be accepted.

3. Evaluation Criteria

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to SDAO who expressly reserves the right to reject all proposals and make no award under this RFP.

The following criteria will be considered in evaluating the proposals:

- Quality of the proposal, including an expressed understanding of SDAO's requirements;
- Qualifications;
- Experience, particularly with similar projects;
- References;
- Staffing & Project Organization;
- Work Plan/Technical Approach;
- Cost Schedule;
- Miscellaneous, including exceptions/deviations

IV. GENERAL INSTRUCTIONS

A. ORAL COMMUNICATIONS

Any oral communication by SDAO's contact person or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of SDAO, a proposer or selected firm(s).

B. CHANGES TO RFP

If it is necessary to make material changes to the RFP, SDAO will e-mail written RFP addenda to all recipients of record of the original. Recipients of record are those parties that SDAO directly sent a copy of the RFP. Responses to written questions received by the specified deadline will be incorporated in an RFP addendum.

It is the responsibility of the proposer to inquire of SDAO as to any addenda issued. This may be done by calling Scott Neufeld at (503)371-8667 prior to the proposal submittal deadline. All addenda issued shall become part of the RFP.

C. EXCEPTIONS / DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this RFP, must be declared in the proposal submitted by the Proposer. Such exceptions or deviations must

be segregated as a separate element of the proposal under the heading “Exceptions and Deviations.”

D. AUTHORIZATION TO DO BUSINESS

The Proposer must be authorized to do business in the State of Oregon and in the local jurisdiction in which it is located or where the work will be performed.

E. PRE-CONTRACTUAL EXPENSES

SDAO shall not be liable or responsible for pre-contractual expenses incurred by a proposer in the preparation of its proposal and proposers shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the Proposer to: (1) prepare and submit its proposal to SDAO; (2) negotiate with SDAO on any matters related to this RFP; and (3) any other expenses incurred by the Proposer prior to the date of award, if any.

Issuance of this RFP and receipt of proposals does not commit SDAO to award a contract. SDAO reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer simultaneously, or to cancel all or part of this RFP.

F. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS

A Proposer may withdraw its proposal at any time prior to the submittal deadline by sending SDAO a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by SDAO and not withdrawn becomes an irrevocable offer available for acceptance by SDAO immediately and for 90 days thereafter. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the Proposer later alleges are retroactively applicable.

G. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of SDAO, except for information identified by the Proposer as being proprietary. A blanket statement that all contents of the proposal are proprietary will not be honored by SDAO.

H. IMMATERIAL DEFECTS IN PROPOSAL

SDAO may waive any immaterial deviation or defect in a proposal. SDAO’s waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.

I. WRITTEN AGREEMENT

The Proposer selected for contract award through this RFP shall be required to enter into a written agreement with SDAO governing the provision of professional services to SDAO members and other eligible entities. The agreement will include pertinent terms and conditions set forth in this RFP and will reflect the Proposer's offer or the outcome of contract negotiations. The agreement will also include, to the extent applicable, the provisions described in Appendix A and any terms or conditions added by addendum.

It is anticipated that the Proposer may enter into separate agreements with subcontractors to fulfill the terms of this contract. SDAO will not be a party to those separate agreements, nor in any fashion a guarantor or indemnitor of them. In the event a subcontractor should bring an action against SDAO, Proposer will hold SDAO harmless from such litigation.

J. TERM OF CONTRACT

If a contract is awarded through this RFP, it will be effective upon full execution of the agreement, which SDAO expects to be on or about **February 28, 2018**. It is anticipated that the contract will be for services provided for two audits, one during 2018 and the last one during 2021. Audits are done once every three years. No agreement with SDAO shall be in effect until a contract has been approved by the Director of Risk and Claims Management, and has been signed by both parties.

K. NEWS RELEASES

News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of SDAO.

V. PROPOSAL FORMAT AND CONTENT

The proposal submitted in response to this RFP must contain the information required in Sections A through E below. Brevity is preferred. For the questions in Sections B through D, please precede your answers with a restatement of the question. If you intend to use any subcontractors in fulfillment of services, information should be furnished for both your firm and the subcontractors where appropriate.

Submitting general marketing materials about your firm in lieu of providing specific answers to questions will not be acceptable. If you wish to submit marketing materials, you should do so as a separate addendum rather than as part of the formal response.

A. COVER LETTER

All proposals must include a cover letter addressed to the contact person in Section III,B above. At a minimum, the cover letter must contain the following:

- Identification of the Proposer, including business name, address and telephone number.
- Name, title, address, telephone number, and e-mail address of a contact person during the period of proposal evaluation.
- Acknowledgment of RFP addenda received, if any.
- A statement that the proposal shall remain valid for a period of not fewer than **90** days from the due date for proposals.
- Any exceptions to any specified criteria in this RFP.
- Identification of any information contained in the proposal which the Proposer deems to be confidential or proprietary and wishes to be withheld from disclosure. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by SDAO.
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

B. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

1. Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state, or local public agency.
2. Describe your firm's experience and qualifications for providing the required services to SDAO. Specifically highlight those qualifications that distinguish you from your competitors. The focus should be on recent experience within the last **five** years that is relevant to the scope of work outlined in this RFP.
3. Provide up to **five** de-identified examples of recent audit services.
4. List public agencies or insurance pools for which your firm has provided auditing services including the years you conducted the audits.

5. Identify at least **three** pools who have worked with the key personnel identified in Section C below that SDAO may contact as references. Describe the work performed and include the name, job title, address, e-mail address, and telephone number of a contact person for each reference.

C. STAFFING AND PROJECT ORGANIZATION

1. Identify the key personnel from your firm who would be assigned to this project. Include a brief description of the number of years with your firm, qualifications, professional certifications, job functions, current caseload, and office location(s). Designate an Engagement Manager who would be ultimately responsible for the relationship and a Project Manager who would provide day-to-day direction of the required work. Furnish brief resumes (not more than two pages long) for all key personnel; include these as an appendix, not in the body of the proposal. In the event you plan to use subcontractors, please also identify those people or firms.
2. If more than two people will be assigned to SDAO's project, include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

D. WORK PLAN / TECHNICAL APPROACH

1. Describe in detail what information, documents, staff assistance, facilities or other resources you would require from SDAO or its members to complete your work; declare any critical assumptions upon which your work plan is based. For example, specify how documents and information should be sent to you. As part of that, specify the acceptable data format required to complete your work.
2. Describe succinctly how your firm would accomplish the work and satisfy SDAO's objectives described in this RFP. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.
3. Describe the work products and other deliverables you would provide to SDAO.
4. Describe what your firm's schedule will be to complete the audit and present its report to both the SDIS and PACE Board of Trustees.

E. COST SCHEDULE

The Proposer's cost schedule must be submitted with the proposal.

All costs are to be contained in this schedule. For each service element, include a cost and state a grand total for all service elements, specifically delineated for SDIS P/C, SDIS WC and PACE. Include any applicable fees, such as administration fees and data transfer fees.

The schedule should also include the method used to charge for any special requests, reports, or broadening of the scope of the work beyond that described in this RFP,

This section must also include payment terms required for services rendered and a preferred schedule of billing dates.

F. ADDITIONAL REPRESENTATIONS

In addition to the foregoing general information, the proposer certifies that:

1. The proposer, and each person signing on behalf of any proposer, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that to the best of their knowledge and belief:
 - The fees and rates in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
 - Unless otherwise required by law, the fees and rates that have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
 - No attempt has been made nor will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restraining trade;
 - No Board member, Trustee, or other officer, employee, or person, whose salary is payable in whole or in part from any of the requesting organizations, has a direct or indirect financial interest in the proposal.
2. The proposer has examined all parts of this Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the proposer shall execute a contract which incorporates the stated requirements, proposal response and terms and conditions.
3. The proposer fully understands and submits its proposal with the specific knowledge that:
 - In the event that the proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing general terms and conditions as provided in the Request for Proposal.

The undersigned hereby certifies to the truth and accuracy of all statements, answers, and data contained in this proposal and application, and hereby authorizes SDAO to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the SDAO whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

Printed Name of Proposer: _____

Signature of Proposer: _____

Title: _____ Date: _____

The undersigned proposes to furnish all supplies or perform all work as listed in the Statement of Work, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship, and free from defect.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by SDAO policies and regulations.

The undersigned, by submitting a proposal, represents that:

1. The proposer has read and understands the specifications and any drawings or attachments and the proposal is made in accordance herewith.

2. The proposal is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this Request for Proposal may disqualify the proposer as being non-responsive.

The undersigned certifies that the proposal has been arrived at by the proposer independently and has been submitted without any collusion designed to limit independent competition.

The undersigned certifies that they have received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ to No. _____ inclusive.

We therefore offer and make this proposal on furnishing the requested services at the prices indicated herein in fulfillment of the specifications of the Special Districts Association of Oregon (SDAO).

Name of Firm: _____

Address: _____

Telephone Number: _____ FAX Number: _____

Federal ID Number: _____

By: _____ Date: _____

(Signature of Authorized Official. If partnership, signature of one Partner.)

Typist Name: _____ Title: _____

If corporation, attest: _____, (Corporate Officer)

APPENDIX A – SDAO CONTRACT CONSIDERATIONS

SDAO contracts will be subject to the following standards. These are not exclusive and other contract clauses and provisions will obviously be applicable as well. However, these are areas respondents to SDAO RFPs should be aware of in considering and preparing responses.

A. MANDATORY PROVISIONS:

1. Indemnity Provision. There shall be no provision requiring SDAO to indemnify contractor for contractor's acts or omissions. Indemnity provisions should be mutual and reciprocal. Our standard indemnity clause is as follows:

Contractor agrees to hold harmless, indemnify, and defend SDAO, and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents in performance of services pursuant to this Contract. SDAO agrees to hold harmless, indemnify, and defend Contractor and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or related to the acts or omissions of SDAO or its officers, employees, subcontractors, or agents pursuant to this Contract.

2. Governing Law and Venue. SDAO contracts shall be subject to the laws of Oregon and venue for any disputes arising out of the contractual relationship. The contract shall include the following clause or the substantial equivalent:

This contract shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between SDAO and Contractor arising from or related to this contract shall be brought and conducted in the Circuit Court of Washington County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought in the U.S. District Court for the State of Oregon.

3. Insurance. Except under special circumstances, and with the approval and consent of SDAO's Executive Director, the following minimum insurance provisions shall be specified in the contract:

During the term of this contract, Contractor shall maintain in force insurance coverage compliant with the requirements listed below:

- a. **Workers' Compensation** insurance in compliance with ORS Chapter 656, if Contractor employs "subject workers".
- b. **Comprehensive General Liability** insurance applicable to the services provided to SDAO, with a combined single limit, or the equivalent, of not less than \$1,000,000.00 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this contract.
- c. **Automobile Liability** insurance applicable to the operation of Contractor's automobiles with a combined single limit of not less than \$1,000,000.00 each accident for Bodily Injury and Property Damage, including coverage for owned, non-owned, and hired vehicles, as applicable.
- d. **Notice of Cancellation or Change**. There shall be no cancellation, material change, reduction of limits without 30 days prior written notice from the Contractor or its insurer(s) to SDAO.
- e. **Certificates of Insurance**. As evidence of the insurance coverages required by this contract, the Contractor shall provide acceptable insurance certificates to SDAO as soon as practicable upon written request by SDAO. If requested, complete copies of insurance policies, shall be provided to SDAO.

B. OTHER CONTRACT CONSIDERATIONS:

1. **Limitations on Liability and Warranties**. Responses to RFP's should include a description of any limitations on liability to either SDAO or purported third party liability limitations contractor would propose to include in a contract with SDAO. These provisions are disfavored and will be a consideration in our review and comparison of RFP responses.
2. **Termination**. While termination provisions are negotiable, any provision that would not permit SDAO to terminate the contract with a reasonable notice period, without further obligation, would be strongly disfavored and allowed only with the consent of the Executive Director. Our preferred termination provision is as follows:
 - a. **This contract may be terminated at any time by mutual written consent of the Parties.**
 - b. **SDAO may, at its sole discretion, terminate this contract, in whole or in part, upon 30 days written notice to contractor. In the event of such a termination, SDAO agrees to pay Contractor the fees and expenses reasonably incurred prior to such termination.**
 - c. **SDAO may terminate this contract immediately upon notice to Contractor, or at such later date as SDAO may establish in such notice, if Contractor commits any material breach or default of any**

covenant, warranty, obligation or agreement under this contract, or fails to perform in a timely manner the services under this contract, and such breach, default, or failure is not cured within 10 business days after delivery of SDAO' notice, or such longer period as SDAO may specify in such notice.

- d. Contractor may terminate this contract upon 10 days' written notice to SDAO if SDAO fails to pay Contractor pursuant to the terms of this contract and SDAO fails to cure within 30 days after receipt of Contractor's written notice, or such longer period as Contractor may specify in such notice.
3. **Waiver of Provisions.** Contractor agrees that the waiver, acceptance, or failure by SDAO to enforce any provisions, terms or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of SDAO to thereafter enforce such provisions.
 4. **Dispute Resolution.** Mandatory arbitration provisions are disfavored. Our position is that alternative dispute resolution is encouraged, but arbitration should be undertaken only when both parties agree to it at the time of the dispute. If arbitration is undertaken, we would not consent to the rules and procedures of the American Arbitration Association. Other standard rules are available, or the parties can simply agree to rules and procedures as they deem appropriate. Provisions requiring mediation as a precedent to other legal action are acceptable.
 5. **Subcontractors.** The contractor shall not subcontract or assign any part of the work under this contract without the prior written approval of SDAO. Any attempted assignment of the work under this agreement without the prior approval of SDAO shall be void.
 6. **Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from SDAO's staff counsel.
 7. **Non-Discrimination Clause.** The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment up-grading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from SDAO, unless

a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

The proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any proposer who is in violation of this clause shall be barred from receiving awards of any purchase order from SDAO, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Firm Name: _____

Address: _____

RESIDENT CERTIFICATE

Please Check One:

____ Resident Proposer: Proposer has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

or

____ Non-Resident Proposer: Proposer does not qualify under requirements stated above.

Please specify your state of residence: _____

Officer's Signature: _____

Type or Print Officer's Name: _____