CARL WARREN & COMPANY

Claims Management and Solutions

PROUD PARTNER since 1984

CITY OF GARDEN GROVE

Request For Proposal No. S-1264

to

Provide Third Party Liability Claims Administration Services

February 10, 2020

ELECTRONIC COPY

REQUEST FOR PROPOSAL NO. S-1264

TO

PROVIDE THIRD PARTY LIABILITY CLAIMS ADMINISTRATION SERVICES

PRESENTED TO:

City of Garden Grove

ATTN: Sandra Segawa
11222 Acacia Parkway, Room 220
Garden Grove, California 92840

February 10, 2020

PRIMARY CONTACT:

Richard McAbee, Chief Marketing Officer
11209 N. Tatum Blvd., Suite 130 | Phoenix, AZ 85028
Tel: 602-485-8228 | Fax: 866-254-4423
rmcabee@carlwarren.com

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Cover Letter

February 5, 2020

City of Garden Grove
11222 Acacia Parkway, Room 220
Garden Grove, California 92840

Attention: Sandra Segawa, Purchasing Manager
Regarding: Request for Proposal (RFP) No. S-1264 to Provide Third Party Liability Claims Administration Services

Dear Ms. Segawa & Evaluation Committee;

Carl Warren & Company appreciates the opportunity to continue our 36-year partnership with the City of Garden Grove ("the City") as the Third-Party Administrator (TPA) for your liability claims program.

Since 1944

Our primary focus as a trusted long-term TPA partner, is to ensure our clients are receiving the custom services we have promised. We use client feedback to improve our services, maintain our commitment, and achieve overall client satisfaction. We are in an industry that continues to change, and we strive to identify those trends to stay ahead. Through this process, we have built long-term relationships with many clients; 26 of which have been with us for 20-45 years!

As an extension of your risk management department, Carl Warren will continue to invest time, training, and resources into our staff and technology. Such investments are essential to our success. We have successfully started the implementation of our new RMIS platform, FileHandler Enterprise powered by JW Software. Our IT Department is working diligently to ensure a smooth an efficient transition by the end of the first quarter, 2020.

As the City's TPA partner, our goal is and has always been to provide tailored services that meets and exceeds your needs. This past year, Carl Warren has revamped our claim protocols and training to improve file quality and adjuster knowledge. This minimizes exposure and will help our adjusters and supervisors achieve better results which will demonstrate back-end savings for the City. We also have created a Client Services Department that works closely with the City, broker, carrier, our claims team, and leadership to ensure we execute our commitment to you and to improve your experience with us.

We have read the RFP in its entirety and have no exceptions to the content contained herein. We also have attended the mandatory pre-proposal meeting on January 22, 2020 and are in receipt of Addendum 1 issued on February 3, 2020. Our Certificates of Insurance listing the City as an additional insured has been provided. Our response constitutes a firm offer to the City of a minimum of one-hundred twenty (120) days from February 10, 2020.

I, Richard McAbee, am an officer of Carl Warren and am authorized to bind the Company to the terms of this proposal. I am your point of contact for the duration of the RFP process. If I may clarify or provide any additional information, please do not hesitate to contact me directly with the details below. We appreciate and value our 36-year partnership and look forward to expanding our new services to continue our relationship. We look forward to your response.

King Regards,

Richard McAbee
Chief Marketing Officer
Carl Warren & Company
11209 N Tatum Blvd., Suite 130 | Phoenix, Arizona 85028
T: 602-485-8228 | C: 602-723-5610
rmcbaee@carlwarren.com

Company Profile

Please submit the following information:

a) Name, address, telephone and fax numbers, and Federal Employer I.D. Number.

Carl Warren & Company (Federal Employer ID No. [redacted])

Corporate Headquarters: 17862 E 17th Street, Suite 111
Tustin, California 92780
T: 657-622-4200 | F: 866-254-4423

b) Organizational chart.

The City will continue to have direct access and communication to our entire organization from our Executive Leadership, Accounting, Quality Assurance/Compliance, IT, and Client Services Department. Our Executive Leadership, Gordon Pennington and Richard McAbee, will be involved in the City's program along with our Assistant Vice President of Claims, Angelique King. She will oversee the designated City's claim team and the implementation of protocols and training to ensure file quality and cost containment. Our Client Service Manager, Suzie Spencer, will be an instrumental part to ensure we successfully execute our commitment to your Scope of Services and Technical/Reporting Specifications.

In addition, the City will continue to have direct contact with the below in-house departments that operate from our Corporate Headquarters in Tustin, California:

- **IT Department**; maintains our Risk Management Information System (RMIS) and provides client training and support.
- **Quality Assurance & Compliance Department;** audits adjusters' files, identifies trends, provides analysis to enable client to eliminate problems and lower claim-related costs.
- **Trust/Accounting Department;** responsible for the Client Trust Account and SSAE 18/SOC 1 compliance.
- **Subrogation Recovery Team**; pursues subrogation whenever possible for clients, if requested.

We have provided a chart of our Company's organizational structure, which has been customized for the City's program.

[redacted]

Best-in-Class Partners (on an as needed basis):

[redacted]

c) Number of years of experience your company has had in providing related, or equivalent, services.

Carl Warren has been the City's TPA for the past 36 years and has been managing general liability claims, litigation management, and subrogation services for California municipalities for over 45 years. We service public entities of all sizes and needs in multiple states. While each entity requires services specific to their and the carriers'/pools' needs and guidelines. We have successfully worked with our public sector clients, new and existing, to improve efficiency, reliability, and cost containment. Examples include state compliance, proactive and creative claim resolution, reserve philosophy, notice of rejection processes, and on-call processes. Our claims teams are acutely aware that a high level of communication and professionalism is vital between all parties.

d) Relevant comparable contracts completed during the last five (5) years. Please indicate the year of the contract, the type of contract, and the contracting agency.

Carl Warren provides TPA services for over 200 self-insured clients throughout the nation. California public sector clients that we service with similar risk characteristics to the City, includes the cities of [redacted], [redacted], and [redacted] to name a few.

- [redacted] – client since 1997
  Services Provided: General Liability Claims & Litigation Management

  The City renewed with us after a required RFP process in 2018 and signed a multi-year contract until 2021.

- [redacted] – client since 2014
  Services Provided: General Liability Claims & Litigation Management

  The City waived a required RFP process to renew with Carl Warren in 2018, signing a multi-year contract until 2020.

- [redacted] – client since 2014
  Services Provided: General Liability Claims & Litigation Management

  They City renewed with us in 2019, signing a 5-year contract until 2024.

Qualifications of Personnel & Resumes

The consultant shall furnish a personnel-staffing plan with sufficient information for evaluating the quality and competence of the personnel dedicated to the program. The City, in its assessment of the proposal, will place considerable emphasis on the commitment by the proposer to provide qualified personnel for the execution of the contract. Proposers must provide resumes in outline form for the Principal Account Adjuster and/or key personnel committed to the contract. Proposers must also include the number and type of additional support personnel who will be assigned to the contract.

As the incumbent TPA of the City's program, we propose to continue with the current designated claims team, whom are assigned by jurisdiction, i.e. experience, and knowledge of the venue and plaintiff attorneys. Our adjusters work under the Carl Warren Corporate License for the State of California and are well-versed in public sector general liability and are re-certified annually include a thorough understanding of your excess pools (CSAC-EIA) guidelines.

Name:	Angelique King
Classification:	Assistant Vice President of Claims

Education: [redacted]

Summary of Experience: Angelique joined the Company in 2019 and has over 25 years of professional experience within the claims and insurance industry. She is a versatile manager with career-long recognition for outstanding leadership and performance in developing and implementing claim process improvements. She has notable career achievements in quality assurance performance and yielded results with an increase of 10% YTD. She also achieved a variance below 4% in audits in the QA and field. At Carl Warren, Angelique manages Company initiatives that impacts performance, quality, productivity, and to improve client satisfaction and profitability. Prior to joining Carl Warren, Angelique developed her experience at Farmers Insurance and Progressive Insurance Company where she handled a team of adjusters and complex level claims.

Name:	Suzie Spencer
Classification:	Client Service Manager

Education: [redacted]

Summary of Experience: Suzie joined the Company in 2019 and has over 15 years of professional client services experience and over 30 years of experience within the claims and insurance industry, specifically with Third Party Administrators. Suzie has over 5 years of public entity experience. As a Client Service Manager, Suzie will work closely with Carl Warren's leadership, Claim Services Team, and our Marketing Team to achieve the highest level of client satisfaction and retention. She has a proven record of creating and implementing processes that positively impact the client experience. Prior to Carl Warren, Suzie spent 15 years ensuring client satisfaction at George Hills & Company, Athens Administrators and Gallagher Bassett Services.

Name:	[redacted]
Classification:	Claim Supervisor

Education: [redacted]

Summary of Experience: [redacted] joined the Company in 2016 and is an experienced claims professional who has worked as a multi-line adjuster, supervisor, and underwriter within the industry. She specializes in products, general, auto, and excess liability. Additional skills include alternative dispute resolution, obtaining structured settlements, and creative closure techniques. At Carl Warren, she currently supervises private and public sector client accounts. She audits, coaches, and mentors her claims team to improve results, as well as oversees and assists

with bodily injury evaluations, litigated files, and high exposure cases to develop a plan of action to minimize the client's cost of risk. She is a hands-on supervisor and participates in quarterly client claim reviews, when needed. Prior to joining Carl Warren, [redacted] was employed at, [redacted].

Name:	[redacted]
Classification:	Primary Senior Claim Adjuster

Education: [redacted]

Summary of Experience: [redacted] has been with Carl Warren since 2009 and has over 21 years of experience in the insurance industry. He has been handling claims for the southern California public sector for 10 years. [redacted] specializes in law enforcement cases but also handles all other liability claims. He makes initial contacts upon receipt of a claim, sets reserves, and conducts investigations including, but not limited to, recorded interviews of all parties and witnesses. He handles claims through litigation, if necessary, and monitors defense counsel, obtains settlement authority, and reviews billings for accuracy.

Prior to joining Carl Warren, [redacted] held adjusting and supervisory positions at [redacted] is a former Police Officer and K-9 handler. The City's Police Department works directly with [redacted], especially after hours on-call incidents. [redacted] is fluent in English and Spanish.

Name:	[redacted]
Classification:	Back-Up Claim Adjuster

Education: [redacted] attended Fullerton College.

Summary of Experience: [redacted] joined the Company in 2014 and has over 13 years of claims handling and insurance industry experience with extensive administrative knowledge of the automobile insurance sector and industry procedures for the public entities in California. [redacted] conducts investigations, set and monitor reserve levels, determine subrogation potential, evaluates bodily injury claims and negotiates settlement of claims. [redacted] is bilingual in Spanish.

As the back-up adjuster, [redacted] is familiar with the Client Service Instructions (CSI's) for the City's program to ensure that we can seamlessly handle files when the primary adjuster, is unavailable. [redacted] will not be handling any complex or litigated claims. Prior to Carl Warren, [redacted] held adjusting positions at Infinity Insurance and AIG.

Name:	[redacted]
Classification:	Property Damage Adjuster

Education: [redacted]

Summary of Experience: [redacted] joined the Company in 2019 and has over 12 years of experience within the industry. She handles the investigation, coverage and liability determination, settlement negotiation of all injury and property damage claims. She demonstrates exceptional customer service skills and has been recognized by management for her strong analytical and negotiation skills. Prior to joining Carl Warren, [redacted] was employed at [redacted].

Claim Assistant/Support Specialists: Carl Warren has a team of claim assistants/support specialists. Our support specialists assist with administrative tasks that include but are not limited to; claims intake, filing, copying, faxing, mail processing, fielding emails from clients and adjusters, data entry, compiling reports, setup of claims, supply order, transcription, indexing, billing and handling customer service questions, and ability to work on special tasks, as needed.

References

Please us Appendix A of this document to provide a list of clients for whom your company has provided liability claims administration services in the past five (5) years. Indicate the scope of the work performed for each of the referenced clients; the name of the client; address and telephone number; the name of each client's contact person; and the annual dollar volume of claims processed for each client.

Please refer to our completed Appendix A: References form following this page.

APPENDIX "A"
RFP S-1264
Third Party Liability Claims Administration
REFERENCES

List and describe in full, the contracts performed by your firm within the last five years which demonstrate your ability to provide the services included in the scope of work/specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference 1

Client Name: [redacted]

Contact Individual: [redacted]

Address: [redacted] uth

[redacted]

Phone Number: [redacted]

Email Address: [redacted]

Annual Amount of Claims Processed: [redacted] in 2019

Year(s): Client since 1997

Description of services provided: General Liability Claims & Litigation Management

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Reference 2

Client Name: [redacted]

Contact Individual: [redacted]

Address: [redacted]

[redacted]

Phone Number: [redacted]

Email Address: [redacted]

Annual Amount of Claims Processed: [redacted] in 2019

Year(s): Client Since 2014

Description of services provided: General Liability Claims & Litigation Management

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Reference 3

Client Name: [redacted]

Contact Individual: [redacted]

Address: [redacted]

[redacted] [redacted]

Phone Number: [redacted]

Email Address: [redacted]

Annual Amount of Claims Processed: [redacted] in 2019

Year(s): Client since 2014

Description of services provided: General Liability Claims & Litigation Management

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THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL. PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

Overview & Approach

a) Proposers must include in this section their understanding of managing a municipal liability claims program.

Our Public Sector Specialization…

TPA Partner of choice for **200+** Client's liability programs

45+ Years of public sector experience; **36 years** on the City's program

first Municipal TPA in the State of CA

Our current and largest public entity client joined the Carl Warren family in **1975**

Each entity requires services specific to their and their excess carriers'/pool needs and guidelines. We service public entities of all sizes and needs and handle all claim types ranging from employment practices liability, property damage, premises liability, sexual misconduct, professional, police, errors and omission claims to slip/trip falls, and automobile claims throughout California.

We have successfully worked with our public sector clients, new and existing, to improve efficiency, reliability, and cost containment. Examples include state compliance, reserve philosophy, notice of rejection processes, on-call processes, and data.

Carl Warren is an approved AM Best 2018 & 2019 Third-Party Administrator and is active within the public entity community throughout California and the rest of the nation. We are a member of PARMA, PRIMA (local and national chapters), Combined Claims Conference, AGRIP, RIMS (local and national chapters), CLM, as well as client forum conferences.

Our role as your TPA partner is to act swiftly in order to control claim exposure and minimize settlement payments by the City. In the 2 examples below:

[redacted]

[redacted]

b) Proposers must include their approach to providing efficient and effective third-party claims administration services. Include your proposed administrative procedures, areas of responsibility, and service delivery time frame. Additionally, identify the proposed staffing and describe the transition plan and implementation of the contract.

We proactively investigate claims by identifying tenders or third parties to transfer risk, evaluate and make recommendations to resolve or deny in a timely and cost-effective manner. Our claim process starts with communication and ends with our team's knowledge, experience, creative solutions, and aggressive approach. Our reserves are initially set at $7, after 7 days, a fixed reserve is set when most information is secured. At the 30-day mark or sooner, we prepare a report complete with a Theory of Liability, Plan of Action, and Resolution Plan. We have excellent litigation management skills and do not abandon the file to defense counsel in order to control defense costs. We are constantly looking at ways to decrease the amount of time a file is open as well as the cost of settlements.

We have an in-house department of certified subrogation paralegals that recovers most revenue within the first 30-45 days. All files are investigated to identify third-party tenders or recoveries. If desired, we can provide the City with this service.

We have an open-line of communication with the City and CSAC-EIA, and as a result, it is the reason we've worked together for the past 36 years. There is no transition as we are the incumbent on your program.

<u>Delivering Results</u>
We have produced the following results for your liability program for the contract year 2015-2020, YTD.

11%	$6,681.83
Litigation Rate YTD	**Average Cost per Claim (Closed)**

In a recent claim that we handled for the City, we demonstrated great triparty involvement with the City, the Defense Counsel and Carl Warren. Through litigation management, background knowledge of police officer regulations, along with great negotiation skills, we resolved a claim for alleged police brutality for $250K through mediation, when the demand was $2.5 million.

[redacted]

Notable Achievements

- We **continue to bring consistency and stability** and have a thorough understanding of the City's expectations and protocols.
- We **act as an extension of the City** in dealing with claimants, serving as a buffer at times to prevent acrimony.

- Our team **gets to the heart of the matter quickly** and resolves claims before they escalate. Our early intervention during the claim process avoids representation of counsel.
- We attempt to resolve claims so that they **do not reach the MMSEA threshold (if they do, we assure MMSEA compliance)**.
- Primary Adjuster, [redacted], a former police officer, is **on-call with the City Police Department**.
- We received a **100% on our external audit quality with CSAC-EIA** in 2019.
- We have an **excellent working relationship** with the City Attorney, broker – Alliant Insurance Services, and the excess carrier CSAC-EIA.

As the incumbent TPA of the City's program, continuing our partnership will eliminate any personnel changes, program disruption, or transition/takeover fees that typically occurs when transitioned to another TPA. Our claims team and leadership have 36 years of working knowledge with the City and is an approved partner with your excess pool, CSAC-EIA.

c) Proposers must reference all corresponding itemized numbers as listed in the Scope of Services and must note any services not provided by the proposing entity. Proposers must also list any resources, assistance from the City, or other items expected to be provided by the City.

Carl Warren has read and acknowledge the specifications outlined in the Scope of Services of this RFP and have no exceptions to the content contained herein. We provide all services requested by the City. We will continue to handle all claims in conjunction with both the City's and Carl Warren's Best Practices as well as the reporting procedures of your excess pool, CSAC-EIA.

We will continue to work with long-standing best-in-class partners, for Field investigations (if our examiner is unavailable), SIU/Fraud Investigations, Auto Property Damage Appraisals, and Outside Defense Counsel, on an as-needed basis, all approved by the City prior to work commencing.

Below is our approach to claims administration and statistical reporting.

1. Assigned Personnel

As the incumbent TPA of the City's program, we propose to continue with the current designated claims team, whom are assigned by jurisdiction, experience, and knowledge of the venue and plaintiff attorney. The assigned personnel all under the Carl Warren Corporate License for the State of California and are well-versed in public sector general liability. They

have a thorough understanding of your carrier's (CSAC-EIA) guidelines. All staff will be approved by the City prior to the commencement of work.

Should the need arise for us to add another adjuster to the City's account; we are willing to do so. It is Carl Warren's policy not to remove an adjuster from a client who is happy with their staffing situation unless the individual is offered a promotion or relocates. If the City is unsatisfied with the assigned claims team, we would provide recommended candidates for the account and welcome the City to be a part of the decision process. The new candidate will go through training with one of our tenured adjusters to ensure they are quickly brought up to speed on the City's and your excess pools Best Practices and procedures.

Please refer to the Qualifications of Personnel & Resumes section of our RFP response for the proposed team's resumes.

2. Claims Adjustment Services

Claims Reporting & Setup

New claims will continue to be reported by phone or email. We have a dedicated email address for the City ([redacted]) to expedite claim assignment and setup. The notice is reviewed by the supervisor and assigned to the adjuster, typically within 2-4 hours. Via email, we confirm receipt of the claim and provide a claim number to the City.

TIMEFRAME	SERVICE	EMPLOYEE
< 24 hours	**Acknowledgement of claim**. Contact with claimant, witness and the County.	Claim Adjuster
24-48 hours of receipt of claim	Review of new matter and assignment of file	Supervisor
< 48 hours	Enter claims information into the RMIS database	Claim Adjuster
< 7 days	Plan of Action entered the Claim Notes in RMIS	Claim Adjuster
< 7 days	File reserves are established	Claim Adjuster
< 7 days	Maintain diary for initial handling completion	Claim Adjuster
< 7 days	ISO/MMSEA Indexing	Claim Adjuster/ Claim Assistant
< 14 days	Initial investigation findings reported to the client if warranted, otherwise inserted in claim notes	Claim Adjuster
< 15 days	Excess notification	Claim Adjuster
30 days	**Initial Preliminary Report**: Complete investigation and act on claim	Claim Adjuster
< 30 days	Maintain diary – investigation update (every 30-60 days thereafter)	Claim Adjuster
Every 30 days	**Interim Report**: Updated Plan of Action and reserves are reviewed	Supervisor
Every 30 days	5 Files audited per Adjuster	Supervisor

As applicable	MMSEA Filings	Claim Adjuster
At resolution	**Final Report**	Claim Adjuster

File Documentation & Management

Within twenty-four (24) hours of receipt of the first report, a file is created, initial reserves established and assigned the proper code numbers, and the necessary data is entered to our RMIS platform.

The adjuster documents all correspondence, investigation and discussions on each file in the File Notes section of the system. Files are documented by retaining all correspondence received from the claimant or their representative and scanned into the system. Summaries of all telephone conversations are also clearly documented in the file. All loss payments and expense payments are separated making the financial information easy to review and audit.

Diary Review

Our files are on strict diary and are reviewed at pre-established intervals, to ensure the timely investigation and completion of work as well as the adequacy of the established reserves. The system is customized per the client. Supervisor diaries are set to review files every 10 days and will also audit at least 5 files per adjuster monthly. The adjuster's diary is for 7, 45, and then 90 days. The Supervisor receives weekly reports as to late diaries. Any trends or problems found are addressed internally. The supervisor approves all reserve changes, payments and ensures the files are on diary. They can review files as often as they or the City feels necessary.

Reserve Adequacy & Accuracy

The initial reserve takes into consideration all potential payments related to the loss including liability, codefendants and allocated expenses to arrive at an ultimate net loss figure. Case reserves are established no later than seven (7) days of receipt of the claim. They are established on a case-by-case basis. The liability exposure, expense, venue and anticipated life of the claim are all factors taken into consideration when reserving a file. The first element of proper reserving is a timely and professional investigation into liability and damages.

Our experience with public sector clients allows us to adequately evaluate and reserve the claim as they differ in scope from most other types of claims. We do not use average case reserving and avoid stair-stepping the reserves on any claim. Reserves are reviewed every 30 days to ensure accuracy to continually monitor new information and reserves that

accurately reflect the potential exposure. Any reserve revisions will be clearly explained in the file notes.

Subrogation Recovery Services (if utilized)

All file investigations include determination if subrogation or tenders exist. We have a dedicated in-house recovery team of certified subrogation paralegals that can identify, pursue and collect subrogation on the City's behalf on a contingent basis, should the City request to add this service to the current program.

They handle recovery on a wide range of matters from pre-suit and small damage to larger loss litigation matters (floods or fires), which requires attorney involvement along with multi-state litigation work. Once file materials are complete, the demand is prepared and sent to begin the recovery process, and regular follow up is maintained to ensure a timely recovery. Over 90% of funds were recovered within 60 days of the file being assigned for recovery pursuit

Customer Service/On-Call Service Response

There is no additional cost to contact Carl Warren or have us respond to a claim on a 24/7 basis. The City will be given an updated Team Directory with the assigned staff's contact information to include cell phone number(s) in the event they need to be contacted after hours. In-house staff is used during business hours and Harmon Solutions Group (HSG) is used for on-call services after hours. Adjusters are not allowed to take direct claim assignments other than for emergency claims after hours. If calls are received after business hours, HSG forwards calls to our team. If the call is an emergency, our team will assign it an after-hours emergency response vendor if a staff adjuster is not available. We have various emergency vendor options available to the City.

We believe that the work we do in the first 24 hours after a claim is reported to us is extremely important to the ultimate outcome. We will make two- or three- point contact within 24 hours of receipt of the claim. Property damage claims are made within a few hours.

Translation Services

In the event translation services is needed, Carl Warren provides bilingual adjusters at no additional cost. We employ bilingual adjusters, supervisors and support staff and have ready access to other translation services, if necessary. We also have letters and releases in Spanish.

Settlement Authority

Settlement Authority requires complete accord between Carl Warren and the City. The threshold depends on the level of trust through the credibility Carl Warren has built throughout our partnership, and your needs and desires.

Upon award of contract, our Client Services Team and your Supervisor will meet with the City to update our current CSI's/Client Profile that serves as the instructions for consistent claim handling. Should the City request the authority amount be raised, we will come to a recommended settlement authority amount at this time.

Excess Carrier Reporting

When it is determined that a claim meets the excess reporting guidelines of the City's excess pool CSAC-EIA, the City will be advised and CSAC-EIA will be placed on notice with all available information by telephone and followed up with a hardcopy mailed or sent electronically via email. The City will also be sent a copy of each report and Carl Warren will pursue, when appropriate, excess reimbursements from the excess pool.

File Records/Closure

All paper file records are property of the City and are stored on-site for a maximum of 6 months before being sent to an off-site storage facility. Paper files are only destroyed in accordance with the client record retention policy, usually 7-10 years from the date of file closing, excluding claims involving minors. We are paperless at this point so this would only relate to prior paper files.

We use cloud technology to store files. Cloud technology will allow the City to continue to view claim documents collaboratively online. We do not purge electronic files.

3. Investigative Services

Where the City determines that an investigation is necessary, the focus of our investigation is on the timely gathering of critical information and preservation of potential evidence. The results of the investigation are analyzed, and a liability determination is made, taking into consideration the possible comparative fault of the claimant, any applicable contractual indemnity provisions, tenders City ordinances and State Statutes. Within two (2) business days of receipt of a new claim, the adjuster enters the claim information into RMIS. The initial investigation findings are reported to the City no later than five (5) days with a complete investigative report

provided within 20 days. The goal is to complete a comprehensive investigation and evaluation expeditiously and advise the City of their liability exposure. We then act on the City's authority to deny or resolve the claim as quickly, fairly and efficiently as possible.

Scene Investigations

When our adjusters conduct a scene investigation on a claim, they can help identify the cause of the loss and provide recommendation to the City for the applicable department to facilitate action or solution (maintenance, repairs, etc.).

Fraud Investigations/SIU

If fraud is suspected, the City's claim team will promptly notify and work directly with key contacts to discuss a plan of action. We recommend a SIU/Fraud partner, [redacted], for compliance purposes when there is a need for surveillance or statements to be taken.

eSubRosa Services

All avenues are employed to identify and combat red flags that can impact the severity of a loss. Electronic Fraud investigation areas of focus:

- Social Media
- Social Contacts Search
- Continuous Monitoring Filter through duration of claim resolution
- Background Investigation
- Digital Skip Trace
- Asset/Financial Search
- Photo and Video Scrapping

4. Legal Support Services

It is the philosophy of Carl Warren to manage litigation from a two-prong approach – strategy and cost containment. We will continue to work with the City's Risk Management Department and Trial Attorney Office to meet these goals. A strong working relationship between the adjuster and counsel is important since both bring different skillsets to claim resolution.

When a lawsuit comes in, we will refer it to the City's Risk Management Department and Trial Attorney Office. Once the defense firm has been identified, a complete copy of the investigative file is transmitted to the defense counsel. We will then secure a Litigation Budget, theory of liability, timeline and plan of action and work with the City's Trial Attorney

throughout the litigation process pursuant to the City's and the excess pools, CSAC-EIA, guidelines.

On litigated claims, we keep the City's Trial Attorney and Risk Management Department informed in writing of settlement conferences, hearings, arbitrations, mediations, and trials. When requested by the client or the carrier, we will attend trials, hearings, arbitrations, mediations, settlement conferences and any other legal proceedings.

5. Administration Services

Claim Review Meetings

Our leadership team, AVP of Claims, Angelique King, Client Services Manager, Suzie Spencer, along with the City's claim team will continue to be available to attend any meetings and/or quarterly claim reviews either in-person or via phone. The last claim review was held on February 6, 2020.

As partners in the claims process, it is important to have regular meetings and discussions that allow for open dialogue and discussion so that everyone agrees with the corrective measures that will be used to improve our service. Status reports can be prepared at the request of the City.

Annual Stewardship Report

Carl Warren provides an Annual Stewardship Report at the end of each policy year. The report focuses on past year goals and objectives, the year in review (results, successes, challenges, and opportunities), financials (savings, benchmarking, total cost of claims), and our approach and recommendations for the upcoming year to help reduce the City's loss exposure. With new Executive Leadership and Management, we are redesigning our processes to improve this report that will provide more meaningful data to include metrics and analytics.

Risk Management Information System

The City will continue to receive claims data through our proprietary online RMIS platform. We are upgrading our RMIS platform to FileHandler Enterprise, powered by JW Software. This upgrade will provide the City with an easy-to-use system to customize dashboards for metrics and analytics that will present graphs and charts when viewing each claim.

No software installation is required – only access to the internet and a standard internet browser (Internet Explorer, Edge, Chrome, Safari, or Firefox) is necessary. FileHandler Enterprise can also be accessed through the System Login button on our website. From here, the City can login

through our secure portal to access the application at any time – 24/7/365 – via a desktop, laptop, tablet, Smartphone, etc. and functions in real-time with updates every few hours.

The City will continue to have customized direct read-only access to real-time financial and claim information (adjuster's file notes, all claimant information, and financial data, to include financial summary and payment detail). The system is structured as a risk management tool in addition to providing claims data, in addition easy-to-use access to records. Approved City Users can perform intuitive reporting and ad-hoc analyses on claims and loss prevention data.

RMIS Access/Training & Support

We will continue to provide the City with 3 users. Approved City users can access the system to view and sort data, generate graphs, print reports, and export information to a variety of formats including, but not limited to, Excel, PDF and TXT.

Support and training will continue to be available to the City at any time throughout the contract, at no additional cost. Training and refresher courses can be provided to new and existing users. They are typically an hour and can be conducted on-site at the City or a Carl Warren office. We can also conduct the training via teleconference/webinar. If the City decides to add new staff users or require training, this can be completed by contacting [redacted], Claim Supervisor, or Suzie Spencer, Client Services Manager.

In an August meeting with the City's Risk Management and our Executive Leadership, it was expressed that RMIS training was needed. We have provided training on our current system. Upon award of contract, our IT Department will schedule a new systems demo with the City users on our new FileHandler Enterprise powered by JW Software.

Statistical Reports

Carl Warren will continue to provide the City with reports, ad hoc reporting, subscription services for emailed reports, and event-based alerting. There are 50+ standard report templates available to our clients online and can also be scheduled for email delivery to unlimited subscribers. Frequency options for delivery include daily, weekly, monthly and quarterly. The City is currently receiving the following reports via subscription services:

- Quarterly City of Garden Grove AMNL Security National (AmTrust) Report from 07-01-11 thru current date

- Quarterly City of Garden Grove AMNL Security National (AmTrust) Report from 07-01-11 thru current date
- Monthly City of Garden Grove OPEN DENIED Claims
- Weekly City of Garden Grove Pending Payment Report

Please refer to **Exhibit 1** for a sample copy of our JW Software RMIS snapshot and a sample copy of the City's reports. Below are our most popular and frequently requested reports.

- Snapshot: This report provides a graphical overview of the account. It quickly identifies the 5 cause codes that generate the most claims as well as the most severe claims. This report also includes a Claim Count graph for the previous 12 months and a list of the Top 10 Occurrences based on Total Incurred. This report will help the client by identifying area's that need further investigation.

- Frequency Report: This report identifies which location codes (or departments) generate the most claims. It specifies the percentage of the account that these claims make up. This report helps determine which departments need help in reducing the number of claims submitted.

- Severity Report: This report identifies which location codes (or departments) generate the most severe claims. It specifies the percentage of the account these claims make up.

- Cause Profile: This report lists all cause codes utilized in the account and how many claims have been recorded with each cause code. It also indicates the Total Incurred for each cause code.

- Reserve Trends: This report lists all open claims and what their total incurred amounts were at different ages, starting at 1 month up to 60 months.

Continuing Education & Training Seminars

We are committed to investing in our employees with required continuing education and career advancement opportunities. Every year, our claims staff participates in the California Fair Claims Practices renewal process even though it does not directly apply to self-insured entities. As we work with over 200 self-insured entities and the attorneys that defend them, we continually keep our staff apprised on the latest changes and are informed by our partner law firms who provide information regulatory updates to us.

We bring in outside speakers, trainers and lawyers to present seminars to supervisors and adjusters.

Additionally, we roundtable problematic files, share court judgment information or defense challenges with other claim experts.

Our claims staff are required to take 1-2 continuing education courses per year, receive internal training, and speak or attend seminars or conference sessions. Throughout California and across the nation, we host Lunch and Learn seminars for our technical staff and for our clients. A few of the courses that our technical staff attended last year were:

- Bodily Injury Negotiation and Mediation Training
- Comparative Negligence and Liability Analysis Training
- Combating Reptilian Theory
- Social Media Searches for Claims and Utilization of Technology Today

We stay current with all Claims and Risk Management advances through continued education, conferences, and seminars. Our claims personnel Performance Evaluations encompasses continuing education and professional growth. Our adjusters attend association, public entity, CCC, CLM, conferences for continuing education.

- Topic Specific Seminars/Training (Emerging Risks, Legal Strategies, etc.)
- Employment Practices Liability
- Medical Records
- Subpoena and Records Requests
- Litigation Management
- MMSEA Reporting
- Fraud Training
- Case Law Updates
- Risk Management Information System (RMIS)
- Coverage Analysis and Administration
- Annual Certification
- Classes for Claim-Related Degrees
- Sexual Harassment

<u>Medicare Secondary Payer Reporting (MMSEA)</u>
Carl Warren is compliant with Medicare/Medicaid Ship Extension Act (MMSEA), Secondary reporting requirements. We partner with Insurance Service Organization (ISO) using the Universal Format for reporting purposes. Each claim where a bodily injury is alleged will be indexed with the ISO for

prior incidents. If a "hit" comes back, it is pursued by the handling adjuster. In addition, claimants are indexed for Medicare beneficiary status, to comply with all requirements of MMSEA. If a claimant/plaintiff is found to be a beneficiary, all steps are taken to protect the City's requirements under MMSEA prior to any settlement, verdict, or judgment.

6. Trust Account Services

Carl Warren will continue to provide a full range of Trust Account services to ensure that all funds entrusted to Carl Warren is managed in accordance with generally recognized banking practices and the City's procedures. Trust accounts are all created with Payee Positive Pay and Cleared Check processing as security measures for fraud protection. A monthly payment log is distributed to the City that lists balance, issue checks, and check register.

The City currently has a [redacted] contact has been provided to the City in the event there are specific questions regarding the account.

7. Audits

Third Party Audits

Carl Warren will continue to comply with any external auditor that the City chooses. We also submit to scheduled excess carrier and pool audits to ensure we are compliant with their guidelines and meeting the expectations set forth. Carl Warren maintains a library of carrier/pool forms and guidelines that is accessible to all claim personnel. This is to ensure that they have all the information they need to administer claims to your excess carrier, CSAC-EIAs', specifications. ***In 2019, the City's claim team received a 100% on their external audit, from the excess carrier, CSAC-EIA!*** The auditors highlighted the following about the City's claim team upon their review:

> ***"The handling adjusters and supervision are professional, competent, and well experienced."***
>
> ***"The solid investigations set up a good foundation for future handling."***
>
> ***"Reserves appear well thought out and analysis is evident in the files."***

"Litigation strategy is evident in all files reviewed."

"Adjuster, supervisor and assigned defense counsel are pro-active on case handling, often suggesting ways for early resolution."

Quality Assurance & Compliance

Our in-house Quality Assurance (QA) team completes audits on a continual basis on our claims process and staff. These audits can be completed by client, adjuster, or location. The QA team pulls monthly management reports that identify claims which might fall outside of agreed upon handling guidelines. This approach allows us to take corrective action before an issue becomes a problem. Our staff are constantly evaluated for internal metrics and subpar performance that require a formal action plan, including corrective action, as needed.

We have a contract with Marsh Clearsight, also known as the STARS auditing system, wherein we complete, log, track, and score all audits completed companywide in their auditing system. We also have random audits performed for our SSAE 18/SOC 1 audit report and our RMIS platform.

Our QA department ensures that we are current and compliant with the guidelines and requirements of CSAC-EIA. Our QA team also keeps our claim professionals apprised of pertinent regulatory and legislative developments. Most of our claims staff are members of various professional organizations and industry groups that also provide legislative and regulatory updates. In 2018, we averaged 92.4% on our audits and are awaiting final confirmation of our 2019 audit scores.

d) Proposers must itemize those services which are further required in the servicing of the contract but that are not noted in the aforementioned paragraphs as requirements and will entitle this section as Additional Services.

We currently utilize [redacted] for auto appraisals and with the City's authorization; we will continue utilizing their services.

e) Proposers must submit samples of standard monthly reports and samples of specialized reports available to the City. Please specify which reports are to be included at no additional cost and which reports are available at an additional cost. Please specify cost for each report. If reports are available on disk, please list the available formats, and any additional costs.

Please refer to **Exhibit 1** for sample copies of all the reports the City is currently receiving.

Through our RMIS platform, real-time standard and custom reports can be accessed 24/7/365. From here, approved City users can view and sort data, generate graphs, print reports, and export information to a variety of formats including, but not limited to, Excel, PDF and TXT.

Report Customization

Carl Warren can customize the loss runs to the City requirements and needs, if desired. While we have 50+ standard loss run templates available to our clients at no additional cost, each of our clients have different needs. We can sort, filter, add fields (even custom fields), subtotal, or total within the system and we save this template so that all future reports are setup to your specifications. Report customization are available to the City at an additional per hour rate, which has been specified in our Compensation Schedule.

Compensation Schedule

Proposers must provide detailed cost information for their services on an hourly, monthly and annual, or per file basis, and include all costs associated for the services provided. Proposers are required to complete the entire Proposal Pricing Form (Attachment "B") and include it with their proposal. Pricing shall remain firm for a minimum of three (3) years. Any such proposed price adjustments shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for All Urban Consumers, not seasonally adjusted, all items index for Los Angeles - Riverside - Orange County, CA, for the 12-month period preceding the month in which the request is made. In addition to the Proposal Pricing Form, provide the following:

a) Describe how your service fees are charged.

- Time & Expense (Hourly) is charged when the file is closed.
- Fixed Annual pricing is billed monthly.
- Flat Rate Per Claim is charged when the file is opened.

b) Describe how fees are tracked.

Time & Expense: Claims and contract terms are entered in our RMIS. Adjusters enter their notes and billable units into the RMIS as they work a claim. Monthly, billing units are reviewed and approved by Supervisors. Once approved, the billable units are converted into $'s based on the terms of the contract. Invoicing is prepared by support.

Flat Rate Per Claim: Claims and contract terms are entered in our RMIS. Adjusters enter their notes into the RMIS as they work a claim. Monthly, invoices are prepared by support per the terms of the contract.

Both are tracked in the transaction analysis and payment history reports in our RMIS.

Please refer to our proposed pricing below for monthly, annual, and/or per file basis.

Time & Expense Composite

We have provided Time & Expense Pricing for one (1) year of services in Attachment B. We will use the Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles - Riverside - Orange County, CA for Years 2 and 3.

Fixed Annual Pricing & Monthly Breakdown

CLAIMS ADMINISTRATION SERVICES	FIXED ANNUAL PRICING		
	YEAR 1 2020-2021	YEAR 2 2021-2022	YEAR 3 2022-2023
Fixed Annual Rate	$115,008	$118,688	$ 122,486
- **Monthly Rate Breakdown**	$9,584 per month	$9,890.67 per month	$10,207.17 per month
Incident Report/Record Only	Included	Included	Included
Take Over Claims	-	-	-
Telephone	Included	Included	Included
Copy Work	Included	Included	Included
Stenographs	Included	Included	Included
Postage	Included	Included	Included
Office Expense	Included	Included	Included
Claims Set-Up Fee	Included	Included	Included
Data Processing	Included	Included	Included
Index Bureau (ISO Claims Search & OFAC)	Included	Included	Included
MMSEA Filing Fee (liability claims)	Included	Included	Included
Miscellaneous/ Allocated Loss Adjustment Expenses (i.e. police reports, medical records, etc.)	At Cost	At Cost	At Cost
Field Work Services			
General Liability Adjuster Services	Included	Included	Included
Mileage	Included	Included	Included
Photographs/Duplicate Photographs	Included	Included	Included
Ancillary Services			
Subrogation Setup Fee (One-time Charge)	Included	Included	Included
Subrogation	21% of net recovery	21% of net recovery	21% of net recovery
Outside Investigations	At Cost	At Cost	At Cost
Appraisals	At Cost	At Cost	At Cost
Surveillance/Fraud Unit	At Cost	At Cost	At Cost
Annual Administration Services			
• **Data Management** • **Account Management** • **Annual Stewardship** • **Quarterly Claims Review**	Included	Included	Included

• **RMIS Training/ Technical Support** • **Set-Up** (one-time charge) • **Data Conversion(s)** • **3 Users RMIS Access** • **Standard Monthly Loss Runs** • **Report Programming** • **Carrier TPA Oversight** (Data Extract, Feeds, Audits, Compliance & Reporting)	Included	Included	Included
Data Intake of Existing Claims (one-time charge in the first year)	-	-	-
Additional Users	$250/user per year	$250/user per year	$250/user per year
Custom Report Development	$250 per hour	$250 per hour	$250 per hour
Exit IT Services (Final Termination Report)	$250 per hour	$250 per hour	$250 per hour
Trust Account Maintenance	Included	Included	Included
Check Issuance and Reconciliations	Included	Included	Included
1099 Reporting, including IRS File	Included	Included	Included

Flat Rate Per Claim

We have provided Flat Rate Per Claim Pricing for one (1) year of services. We will use the Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles - Riverside - Orange County, CA for Years 2 and 3.

CLAIMS ADMINISTRATION SERVICES	FLAT FEE PER CLAIM PRICING		
	YEAR 1 2020 - 2021	YEAR 2 2021-2022	YEAR 3 2022-2023
General Liability Bodily Injury (GLBI)	$850 per suffix *	CPI	CPI
General Liability Property Damage (GLPD)	$450 per suffix * (plus appraisal cost, if any)	CPI	CPI
Auto Liability Bodily Injury (ALBI)	$ 850 per suffix *	CPI	CPI
Auto Liability Property Damage (ALPD)	$450 per suffix * (plus appraisal cost, if any)	CPI	CPI

Auto Physical Damage (APD)	$450 per suffix * (plus appraisal cost, if any)	CPI	CPI
Police Liability (PL)	$950 per suffix *	CPI	CPI
Notes: * Claims above that enter litigation or is open for 24 months or more will incur a 50% Litigation Surcharge of the Flat Rate Fee.			
Incident Report/Record Only	$50 per report	$50 per report	$50 per report
Take Over Claims	-	-	-
Telephone	Included	Included	Included
Copy Work	Included	Included	Included
Stenographs	Included	Included	Included
Postage	Included	Included	Included
Office Expense	Included	Included	Included
Claims Set-Up Fee	Included	Included	Included
Data Processing	Included	Included	Included
Index Bureau (ISO Claims Search and OFAC)	Included	Included	Included
MMSEA Filing Fee (liability claims)	Included	Included	Included
Miscellaneous/Allocated Loss Adjustment Expenses (i.e. police reports, medical records, etc.)	At Cost	At Cost	At Cost
Field Work Services			
Mileage	IRS rate	IRS rate	IRS rate
Photographs/Duplicate Photographs	Included	Included	Included
Ancillary Services			
Subrogation Setup Fee (one-time charge)	Included	Included	Included
Subrogation	21% of net recovery	21% of net recovery	21% of net recovery
Outside Investigations	At Cost	At Cost	At Cost
Appraisals	At Cost	At Cost	At Cost
Surveillance/Fraud Unit	At Cost	At Cost	At Cost
Annual Administration Services			
• **Data Management** • **Account Management** • **Annual Stewardship** • **Quarterly Claims Review**	$6,000	CPI	CPI
Risk Management Information System Services			

• **RMIS Training/Technical Support** • **Set-Up** (one-time charge) • **Data Conversion(s)** • **3 Users RMIS Access** • **Standard Monthly Loss Runs** • **Report Programming** • **Carrier TPA Oversight** (Data Extract, Feeds, Audits, Compliance & Reporting)	Included	Included	Included
Data Intake of Existing Claims (one-time charge in the first year)	-	-	-
Additional Users	$250/user per year	$250/user per year	$250/user per year
Custom Report Development	$250 per hour	$250 per hour	$250 per hour
Exit IT Services (Final Termination Report)	$250 per hour	$250 per hour	$250 per hour
Banking/Trust Account Services			
Trust Account Maintenance	Included	Included	Included
Check Issuance and Reconciliations	Included	Included	Included
1099 Reporting, including IRS File	Included	Included	Included

ATTACHMENT "B"
RFP S-1264
PROPOSAL PRICING FORM (PAGE 1 of 2)

THIS FORM MUST BE COMPLETED AS OUTLINED BELOW AND SUBMITTED WITH THE PROPOSAL. PLEASE DO NOT CHANGE THE FORMAT OR ALTER THIS FORM IN ANY WAY.

Pricing shall remain firm for a minimum of three (3) years. Any pricing adjustment requests for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for All Urban Consumers, not seasonally adjusted, all items index for Los-Angeles-Riverside-Orange County, CA, for the 12-month period preceding the month in which the request is made.

DESCRIPTION OF FEE	RATE	COMMENTS
Principal Account Adjuster	$90 per hour	Please note the rates provided in this chart are for (1) one year of services.
Principal Account Adjuster – Overtime	$120 per hour	We will use the Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles - Riverside - Orange County, CA for Years 2 and 3.
Set up Charge	$45 per file	
Additional Loss Runs	Included	
Administration Fee	$6,000	
Overhead	20%	
Photographs	Included	
Photocopies	Included	
Mileage	IRS Rate	
Subrogation Recovery Services	21% of net recovery	Subrogation will remain at 21% of net recovery for all 3 years.

ATTACHMENT "B"
RFP S-1264
PROPOSAL PRICING FORM (PAGE 2 OF 2)

The City reserves the option to solicit Best and Final Offers from selected proposers. The City reserves the right to ask those selected proposers to provide a Best and Final Offer that also includes pricing as an estimated monthly flat rate.

Based on this information, please provide a response to the ***mandatory questions*** below:

Would your company be willing to provide the City with estimated monthly flat rate pricing if asked to submit a Best and Final Offer?

YES [X]

NO [ ]

If your response was NO, please explain in the space below.

Required Documents

a) **Proposal Letter (Pages 15-16) completed and executed by an authorized representative of the Proposer.**
b) **Bidder/Contractor Statement (Page 17) completed and executed by an authorized representative of the Proposer**
c) **Statement of Compliance (Page 18)**
d) **Non-Collusion Statement (Page 34)**

Please refer to our completed required documents following this page.

- Proposal Letter/Certificate of Acceptance
- Bidder/Contractor/Consultant Statement
- Statement of Compliance
- Attachment C: Non-Collusion Statement

RFP No. S-1264

CITY OF GARDEN GROVE

PROPOSAL REQUIREMENTS

PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

PROPOSER NAME:

Carl Warren & Company

SANDRA SEGAWA, PURCHASING DIVISION MANAGER
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

In response to the request to Provide all Services Related to Third Party Liability Claims Administration, we the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Services & Specifications at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.

The undersigned will also deliver the necessary original Certificates of Insurance to the CITY prior to the commencement of Scope of Services & Specifications. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Services & Specifications and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding, and full consideration of the following Addenda to the RFP Documents:

Addenda No. 1 (February 3, 2020)

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

Richard McAbee	Chief Marketing Officer	602-485-8228
(Name)	(Title)	(Phone)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

BY: _____
(Signature)

Richard McAbee
(Type or Print Name)

Chief Marketing Officer
(Title)

rmcbaee@carlwarren.com
(Email Address)

Proposer's Business Address and Telephone/Fax Numbers:

T: 602-485-8228 | F: 866-254-4423

BIDDER/CONTRACTOR/CONSULTANT STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with IFB/RFP Package)

This signed document must be included with your bid/proposal package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR/CONSULTANT HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the attached sample contract.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified and we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Carl Warren & Company

Please Print (Person, Firm, or Corporation)

Signature of Authorized Representative

Richard McAbee, Chief Marketing Officer

Please Print (Name & Title of Authorized Representative)

February 5, 2020	602-485-8228	rmcabee@carlwarren.com
Date	Phone Number	Email

Please note that the City of Garden Grove is now contracted with EBIX for insurance certificate management and review services. EBIX will collect the insurance requirements per the contract on behalf of the City. If you are awarded the contract, you will be contacted by EBIX regarding the insurance requirements listed within the City's contract. Please forward all insurance documents to EBIX directly per their instructions when contacted.

NOTE: All insurance certificates and endorsements must be received by EBIX within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.

GARDEN GROVE

STATEMENT OF COMPLIANCE

The undersigned Proposer declares that the Proposal submitted to Provide all Services Related to Third Party Liability Claims Administration per RFP No. S-1264 was prepared in strict compliance with the instructions, conditions and terms listed in the RFP, Scope of Services and Draft Agreement, with exceptions listed below, if applicable. At least one box for each item must be checked.

RFP Instructions and Terms & Conditions (Check One)

[X] No Exceptions Taken [ ] Exceptions Taken

Scope of Services (Check One)

[X] No Exceptions Taken [ ] Exceptions Taken

Draft Agreement/Insurance Requirements (Check One)

[X] No Exceptions Taken [ ] Exceptions Taken

If any exceptions are taken, this Statement of Compliance shall include a narrative that identifies each item to which the Proposer is taking exception or is recommending change, including the suggested rewording of the contractual obligations or suggested change in RFP, and identifies the reasons for submitting the proposed exception or change. When available, please reference specific line item numbers as provided in the RFP. The City reserves the right to rule as non-responsive and reject any Proposals that are not accompanied with the required documentation as described above.

Signature	February 5, 2020 Date
Richard McAbee, Chief Marketing Officer Printed Name and Title	Carl Warren & Company Name of Proposer

(Attach a separate sheet(s) detailing each exception being taken, if applicable)

ATTACHMENT "C"
CITY OF GARDEN GROVE

REQUEST FOR PROPOSAL NO. S-1264

NON-COLLUSION STATEMENT

To: THE HONORABLE MAYOR AND CITY COUNCIL: The undersigned having carefully examined the Scope of Work to: Provide all Services Related to Third Party Liability Claims Administration for the City of Garden Grove. HEREBY PROPOSE to provide the above mentioned services and do all the work required to complete work in accordance with the Scope of Work.

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

BY: _____ 602-485-8228
(Signature) Telephone Number

Richard McAbee
(Type or Print Name)

Chief Marketing Officer
(Title)

rmcabee@carlwarren.com
(Email Address)

Carl Warren & Company
(Company Name)

Other Requirements

a) The Proposer shall submit a Firm Fixed Price for performing all Work specified in the Scope of Services & Specifications.

Yes, a firm-fixed pricing structure has been provided in the Compensation Schedule section of our RFP response.

b) The Proposal shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of Proposals. If this offer is accepted within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda.

Yes, confirmed. Our response constitutes a firm offer to the City of a minimum of one-hundred twenty (120) days from February 10, 2020.

c) Any other requirements and documents as listed in the Scope of Services & Specifications of this RFP document.

None.

d) Vendors are requested to indicate in their proposal if they will extend the pricing, terms and conditions of this contract to other government agencies, should the Proposer be the awarded Vendor. If the awarded Vendor agrees to this provision, participating agencies may enter into a separate contract with the awarded Vendor for the purchase of the same commodities based on the terms, conditions, and prices, offered by the awarded Vendor to the City of Garden Grove for this solicitation. Minor changes in terms and conditions may be negotiated between participating agencies and the awarded Vendor.

Yes, Carl Warren acknowledges this and will comply.