

December 11, 2009

RE: RFP #P10-13-5 REQUEST FOR PROPOSAL FOR THIRD PARTY ADMINISTRATION FOR WORKER'S COMPENSATION FOR THE CHATHAM COUNTY BOARD OF COMMISSIONERS

Dear Sir or Madam:

Chatham County, Georgia is seeking a qualified firm/individual to provide Third Party Administration Services required to process Worker's Compensation claims for Chatham County, Georgia.

The intent behind this selection process is to select the firm/individual who best understands the County's needs; can provide the required services within their organization or make arrangements for cost effective services by a licensed, professional organization or individuals and has a minimum of five (5) years of providing Third Party Administration Services.

The attached document outlines the functional requirements as well as complete instructions for submitting a proposal. Proposals will initially be evaluated and scored by a committee based on a review of the written proposals. Further evaluation will include an oral interview with prospective service providers who are selected as finalists. Fee proposals will also be separately requested from finalist providers. The contract will be awarded by the Chatham County Board of Commissioners to the provider which is evaluated as best able to provide the required services, fees and other relevant factors considered.

A "mandatory" pre-proposal conference has been scheduled for **10:00 A.M., DECEMBER 22, 2009**, in the Conference Room, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406, to discuss specifications and resolve any questions and/or misunderstandings that may arise. Firm's are encouraged to attend.

Proposals are due **NO LATER THAN 2:00 P.M., JANUARY 8, 2010**. Responses must be either mailed or delivered to the Chatham County Office of Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406.

The Officials and Staff of Chatham County appreciate your considering this Request for Proposals and look forward to receiving your response.

Sincerely,

William R. Parson, CPPO
Purchasing Agent

INVITATION FOR REQUEST
FOR PROPOSAL

RFP NO.: P10-13-5

THIRD PARTY ADMINISTRATOR (TPA)- WORKER'S COMPENSATION

FOR CHATHAM COUNTY, GEORGIA

"MANDATORY" PRE-PROPOSAL CONFERENCE: 10:00 A.M., DECEMBER 22, 2009

PROPOSAL RECEIPT BY: 2:00 P.M., JANUARY 8, 2010

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

PETE LIAKAKIS, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER PATRICK O. SHAY

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER HARRIS ODELL, JR.

COMMISSIONER DAVID M. GELLATLY

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

**CHATHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST**

The following documents, when marked, are contained in and made a part of this Package or are required to be submitted with the proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her Proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE PROPOSAL.

GENERAL INFORMATION

PROPOSAL

PROPOSAL SCHEDULE

LEGAL NOTICE

ATTACHMENTS

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her bid.

BY: _____
SIGNATURE:

DATE: _____

TITLE:

COMPANY:

Chatham County has established goals to increase participation of minority and female owned businesses. In order to accurately document participation, businesses submitting bids or proposals are strongly encouraged to report ownership status. A minority or woman owned business is defined as a business with 51% or greater minority of female ownership. Please check ownership status as applicable:

African-American _____ Asian American _____ Hispanic _____
Native American or Alaskan Indian _____ Female _____

In the award of "Competitive Sealed Proposals", minority/female participation may be one of several evaluation criteria used in the award process when specified as such in the Request for Proposal.

CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING AND CONTRACTING
POST OFFICE BOX 15180
SAVANNAH, GEORGIA 31406
(912) 790-1619

DATE: December 11, 2009

RFP NO. P10-13-5

GENERAL INFORMATION FOR REQUEST FOR PROPOSALS

This is an invitation to submit a proposal to supply Chatham County with the professional services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Agent, **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA, 31406** up to 2:00 P.M., JANUARY 8, 2010. The Purchasing Agent reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a proposal are contained in the Request for Proposal package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink. If you do not submit a proposal, return the signed invitation sheet and state the reason; otherwise, your name may be removed from our bidders list.

A "MANDATORY" PRE-PROPOSAL CONFERENCE has been scheduled for 10:00 A.M., DECEMBER 22, 2009, and will be conducted in the Conference Room located at **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA, 31406**, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Firm's are encouraged to attend.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent will issue a written addendum to document approved changes. Generally when addenda are required, the bid opening date may be changed.

Chatham County has an equal opportunity procurement policy. Chatham County seeks to ensure that all segments of the business community have access to providing services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The County expects its contractors to make maximum feasible use of minority businesses and qualified minority employees. The terms "disadvantaged business", "minority business enterprise", and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance and Procedures Manual, Article VII - Disadvantaged Business Enterprises Program.

**SECTION I
INSTRUCTIONS TO PROPOSERS**

1.1 PURPOSE: The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Chatham County with services as described herein. All proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 HOW TO PREPARE PROPOSALS: All proposals shall be typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED.

Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

1.3 HOW TO SUBMIT PROPOSALS: All proposals shall be:

- A. Submitted in sealed opaque envelopes, plainly marked with the proposal number and title, date and time for submission, and company name.
- B. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.
 - Mailing Address: Purchasing Agent, Post Office Box 15180, Savannah, Georgia 31416.
 - Hand Delivery: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406

Chatham County will not accept telegraphic or electronically transmitted bids/proposals.

PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

1.4 HOW TO SUBMIT AN OBJECTION: Objections from Offerors to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:

- A. When a pre-proposal conference is not scheduled, the Proposer shall object in writing not less than five (5) days prior to the Date for submission.
- B. The objections contemplated must pertain both to form and substance of the Request for Proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this Request for Proposal.

- 1.5 FAILURE TO OFFER:** If a Proposal is not submitted, the business should return this Request for Proposal, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.
- 1.6 ERRORS IN PROPOSALS:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.
- 1.7 STANDARDS FOR ACCEPTANCE OF PROPOSERS FOR CONTRACT AWARD:** The County reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in Proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Offer of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.
- 1.8 PROPOSER:** Whenever the term "Proposer" is used it shall encompass the "person", "business", "firm", or other party submitting a proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.9 COMPLIANCE WITH LAWS:** The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.
- 1.10 CONTRACTOR:** Contractor or subcontractor means any person, firm, or business having a contract with Chatham County. The Contractor of goods, material, equipment or services certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.11 LOCAL PREFERENCE:** The contractor agrees to follow the local preference guidelines as specified in the contract documents, which state "The CONTRACTOR hereby agrees, as part of the consideration to Chatham County for making this Contract, that the CONTRACTOR in the carrying out of this contract will give the citizens of Chatham County preference for employment to perform all labor required by this contract; that the rate of wages to be paid shall not be less than legally required; and that in the purchase of materials to be used in the Work of the Project, preference shall be given to sources from within Chatham County to the maximum extent possible. The CONTRACTOR will cause the forgoing provisions to be inserted in all subcontracts so that provisions will be binding upon each subcontractor."
- 1.12 MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM:** The Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and female owned businesses through MBE/FBE certification and development. In order to accurately document participation, businesses submitting bids, quotes, or proposals are encouraged to report ownership status. A minority or female business is defined as a business with 51% or greater minority or female ownership or general management. A bidder

or vendor that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid or proposal as proof of qualifications.

Bidders that intend to engage in joint ventures or utilize sub-consultants must submit to the County Procurement Specialist, a report of Minority/female Business Enterprise participation. If available and utilized, the goals for this contract is 7% Minority and 5% Female participation. The required information and format can be obtained by person, mail or fax from the Purchasing and Contracting Office.

SECTION II GENERAL CONDITIONS

- 2.1 SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.2 MULTIPLE PROPOSALS:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- 2.3 OFFERS TO BE FIRM:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of sixty (60) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a sixty day period.
- 2.4 COMPLETENESS:** All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.
- 2.5 LIABILITY PROVISIONS:** Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.
- 2.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this Offer, the Proposer certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:
- A. Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor; and;

C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit an offer for the purpose of restricting competition.

- 2.7 AWARD OF CONTRACT:** The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.
- 2.8 PROCUREMENT PROTESTS:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.
- 2.9 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services at its sole option.
- 2.10 CONTRACT COST ADJUSTMENTS:** Prices quoted shall be firm for the initial contract term. Thereafter, any extensions which may be approved by the County shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the last yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor. Price increases that exceed five percent (5%) may be subject to rebidding.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the County at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the County does not wish to accept the adjusted costs and the matter can not be resolved to the satisfaction of the County, the Contract will be considered canceled on the scheduled expiration date.

- 2.11 DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATION:** Any potential proposer/firm listed on the Federal, State of Georgia or any government entity, Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall** disclose any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the last five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will be considered.

** All proposers are to read and complete the **Disclosure of Responsibility Statement** enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

Proposer acknowledged that in performing contract for the Board, proposer shall not utilize any firms that have been a party of any of the above actions. If proposer has engaged any firm to work on this contract or project that is later debarred, Proposer shall sever its relationship with that firm with respect to Board contract.

- 2.12 QUALIFICATION OF BUSINESS (RESPONSIBLE PROPOSER):** A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County has the right to require any or all Proposers to submit documentation of the ability to perform, the service requested.

Chatham County has the right to disqualify the proposal of any Proposer as being unresponsive or irresponsible whenever such Proposer cannot document the ability to deliver the requested service.

- 2.13 COUNTY BUSINESS LICENSE REQUIREMENT:** A current Chatham County or municipal business license (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Business License prior to submitting a proposal. However, a license must be obtained by the successful vendor prior to award of contract.

Please contact the Chatham County Department of Building Safety and Regulatory Services at (912) 201-4300 for additional information.

- 2.14 INSURANCE PROVISIONS:** The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims and injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's fee proposal.

Chatham County evaluates each claim on a case-by-case basis and invokes all immunities and defenses permitted under law. With the exception of automobile liability, Chatham County is **not** to be included as a named insured on Contractor's policies, However, effective **January 1, 2005**, it is requested that Chatham County be included as an additional insured under the selected Contractor's automobile liability policy.

A certificate of insurance regarding this Request for Proposal shall include the following:

- A. *Worker's Compensation:* Statutory, with a minimum Employer's Liability limit of \$500,000.
- B. *Commercial General Liability:* \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- C. *Business Automobile:* \$1,000,000 Combined Single limit written on an "Any Auto" basis.
- D. *Professional Liability:* \$1,000,000 per claim/occurrence. If "claims made", retroactive date must precede or coincide with the contract effective date. "Tail" coverage shall be purchased for a minimum period of 2 years after the contract termination date. ***If Professional Liability insurance does not meet or exceed the required limit,***

excess or “umbrella” can be used to satisfy coverage requirement. Excess or “umbrella” must be “Following Form”.

A combination of underlying limits and excess or umbrella may be used to satisfy coverage requirements.

- 2.15 INDEMNIFICATION:** The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.
- 2.16 COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.
- 2.17 SIGNED RESPONSE CONSIDERED AN OFFER:** The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.18 NOTICE TO PROCEED:** The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.19 PAYMENT TO CONTRACTORS:** Instructions for invoicing the County for service delivered to the County are specified in the contract document.
- A. Questions regarding payment may be directed to the Contract Administrator/Project Manager, Mr. Chuck Voelker, Risk Manager, Chatham County Finance Department, Director, at (912) 652-7903.

- B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
- C. Upon completion of the work, the Contractor will provide the County or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
- D. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.20 VENDOR DEFAULT: Chatham County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default due to a failure to perform or because a request for price increase, Chatham County reserves the right to remove the vendor from the County's bid/proposal listing for twenty-four months.

2.21 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS: It is the responsibility of the prospective proposer to review the entire request for proposal (RFP) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Purchasing Division not less than seventy-two (72) hours prior to the time set for proposal opening. These requirements apply to specifications that are ambiguous.

2.22 VENDOR PERFORMANCE EVALUATION: On April 11, 2008, the Board of County Commissioners approved a change to the County Purchasing Ordinance requiring Vendor Performance Evaluations, as a minimum, annually, prior to the contract anniversary date. Should vendor performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Vendor Complaint Form or a Performance Evaluation to the Purchasing Agent.

2.23 IMMIGRATION COMPLIANCE ACT: On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or performing work must sign and affidavit that he/she has used the E-verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>. To find the E-Verify information.

Protection of Resident Workers. Chatham County Board of Commissioners actively support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufacture by any worker who is not legally eligible to perform such services or employment.

The undersigned proposer certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this Request for Proposals package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Proposer, have read the instructions to Proposer and agree to be bound by the provisions of the same.

This _____ day of _____ 20 ____.

BY: _____

SIGNATURE

TITLE

COMPANY

ADDRESS

PHONE NO.

**SECTION III
REQUEST FOR PROPOSAL
CHATHAM COUNTY, GOVERNMENT**

3.1 DESCRIPTION AND OBJECTIVES Chatham County is seeking a qualified firm/individual to provide Third Party Administration (TPA) to process Worker's Compensation Claims for Chatham County, Georgia.

3.2 METHODOLOGY: The procurement described herein is being conducted on a three-step process.

STEP ONE- ACCEPTANCE AND EVALUATION OF QUALIFICATION PROPOSALS: All technical requirements, unless otherwise specified, must be met by the proponent or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without consideration. Proponents whose proposal is not accepted will be promptly notified that they are no longer being considered and why. In the interest of a fair, objective, and competitive process, Chatham County intends to accept all qualified proposals and give them complete and impartial consideration. A technical review panel will develop and rank a "short list" consisting of the highest ranked firms based on established technical criteria provided herein. ***DO NOT DISCLOSE ANY FEES AS PART OF STEP ONE.***

STEP TWO-INTERVIEWS: The technical review panel may decide to conduct interviews with the finalist firms. If interviews are conducted, each of the finalist firms will be scheduled an interview. The interviews will be scored. It will be at the sole discretion of the technical review panel to determine if interviews are required. ***DO NOT DISCLOSE ANY FEES AS PART OF STEP TWO.***

STEP THREE-FEE SCHEDULE: Sealed fee proposals from those firm's that have been "short-listed" will be evaluated and ranked accordingly. ***FEE PROPOSAL WILL BE SUBMITTED ON THE FORM PROVIDED, IN A SEPARATE #10 ENVELOPE, CLEARLY MARKED WITH THE RFP TITLE AND NUMBER. ONLY THE ORIGINAL FEE PROPOSAL IS REQUIRED. FEE PROPOSALS WILL ONLY BE CONSIDERED FROM THE "SHORT-LISTED" FIRMS.***

3.3 PROPOSAL DEADLINE: The response to the Request for Proposals must be received by the Chatham County Office of Purchasing and Contracting no later than **2:00 P.M., JANUARY 8, 2010**. Any proposal received after the time stipulated will be rejected and returned to the proponent. The County may, for good and sufficient reason, extend the response deadline, in which case all potential proponents will receive an addendum setting forth the new date and time.

Proposals must be responsive to the General Conditions (Information and Instructions), Special Conditions, Technical Specifications, and any attachments.

3.4 WITHDRAWAL OF PROPOSAL: Your proposal may be withdrawn by written request received by the County before the time fixed for receipt of proposals. Withdrawal of your proposal will not prejudice the right of the proponent to submit a new proposal, providing the latter is received timely as provided herein.

- 3.5 CONFIDENTIALITY OF DOCUMENTS:** Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion. The particulars of the proposal documents will remain confidential until final award of the contract. Only final points and ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners.
- 3.6 FORMAT OF RESPONSES:** To be considered, proponents must submit a complete response to the Request for Proposals. The format provided in this Section is not negotiable. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:
- A. Executive Summary
 - B. Business Profile.
 - C. Experience and Capability.
 - D. Project Understanding and Methodology.
 - E. Other Relevant Facts/Information.

Each proposal must be submitted in one (1) original and five (5) copies bound to:

Kathleen Watson-Scott, CPPB, Procurement Specialist
Chatham County Purchasing and Contracting
1117 Eisenhower Drive, Suite C
Savannah, Georgia 31406, (912) 790-1619

Technical questions relating to the proposal may be directed to the County in writing through the Purchasing Agent. Telephone inquires may be directed to Mrs. Kathleen Watson-Scott, CPPB, Procurement Specialist (912) 790-1619.

- 3.7 COMPENSATION:** Fee proposals will be submitted in a separate envelope, clearly marked with the RFP number and title. ***DO NOT SUBMIT A FEE PROPOSAL UNTIL IT IS REQUESTED.*** The County has attempted in SECTION V to provide as much information about the project as possible to enable firms to structure the most cost effective offer.
- 3.8 REJECTING PROPOSALS:** The County reserves the right to reject any or all proposals and is not bound to accept any proposal if that proposal is contrary to the best interest of Chatham County. Similarly, the County is not bound to accept the lowest dollar proposal if the offer is not considered in the County's best interest.
- 3.9 COST TO PREPARE RESPONSES:** The County assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.
- 3.10 METHOD OF SOURCE SELECTION:** Chatham County is using the Competitive Sealed Proposals method of source selection, as authorized by Section V of the Chatham County Purchasing Ordinance and Article VI of the Purchasing Procedures Manual for this procurement.

An award, if made, will be made to the responsible offeror whose proposal is most advantageous to Chatham County, taking into consideration price and other factors set forth in this Request for Proposals (RFP). Purchasing and Contracting will not use any other factors or criteria in the evaluation of the proposals received.

Chatham County may, as it deems necessary, conduct discussions with responsible offerors determined to be reasonable susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

3.10 MINIMUM CRITERIA USED TO DETERMINE RESPONSIBILITY OF EACH OFFEROR: The following criteria will be used, as a minimum, to determine the responsibility of each Offeror:

1. Minimum 5 years experience adjusting Workers' Compensation claims for a government entity.
2. Two (2) references with government experience involving 1,000 or more employees. Please provide contact name, address, phone number and e-mail address.
3. One (1) reference with Georgia government experience. Please include contact name, address, phone number, and e-mail address.
4. Ability to respond to Chatham County inquiries no later than 24 hours after receipt.
5. Ability to serve as Chatham County's Medicare/Medicaid Section 111 Account Manager.
6. Agree to permit County access to adjustor notes via the internet.
7. Agree that personnel identified in your initial written response will be assigned to adjust Chatham County claims, and will also actively participate in the interview portion of the RFP process.

3.11 EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this contract, the CONTRACTOR agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status.

SECTION IV SPECIAL CONDITIONS

- 4.1 PENDING LITIGATION:** Proposals will not be accepted from any company, firm, person, or party, parent subsidiary, against which Chatham County has an outstanding claim, or a financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further.
- 4.2 EVALUATION FACTORS:** Factors such as proponents overall capability, specialized experience, reputation, past performance on similar projects, technical competence, financial stability, ability to meet program goals, delivery under the contract terms, and fee schedule will be considered in the award recommendation. Commitment in the level of MBE/FBE firms, consultants and employees will also be considered in the evaluation of proposals.
- 4.3 SELECTION PROCESS:** *Proposals will be evaluated initially on the basis of the written document. Thus, the proposal must be complete, concise and clear as to the intent of the respondent.* Further evaluation may include an oral presentation which will be scheduled after receipt of the written proposal.

4.4 TERM OF CONTRACT: The term of the contract will be for one (1) year with automatic renewal options for four (4) additional one year terms.

4.5 PROPOSALS MUST BE RESPONSIVE TO:

4.5.1 **EXECUTIVE SUMMARY:** The Executive Summary of the Proposal shall be limited to three (3) single-spaced typewritten pages with the intent to summarize the contractor's ability to meet the requirements of this Request.

4.5.2 **BUSINESS PROFILE:** State the full name, address, and telephone number of your organization and include:

- A. The name, title, address, telephone, fax, and e-mail address for the primary contact person assigned to Chatham County.
- B. Resumes/credentials of the person(s) who will perform the services required. For each **key** staff person attach a resume that highlights relevant experience. Credentials may be subject to verification.
- C. Adequate information to fully describe the scope of the contractor's previous experience in providing TPA services.
- D. List of references with emphasis on governments. Please include contact person, address, and best method of contact.
- E. Adequate information to describe the nature of the offeror's experience in providing Third Party Administration Services.
- F. State if your firm has operated under a different name within the past 10 years and provide that name that your firm previously operated under. Please state any mergers or acquisitions during the past ten years.
- G.
- H. Has any contract for TPA services been terminated within the past five (5) years? If yes, provide details.

4.5.3 **METHODOLOGY/IMPLEMENTATION PLAN:** Discuss the approach to rendering the required services. Any special techniques, strategies and capabilities should be discussed here. A detailed narrative statement to demonstrate the offerors' understanding of the Scope of Work described below. This statement shall include but not necessarily be limited to the offerors' proposed organizational structure and procedures to provide the required services, software and equipment to be used, expectations regarding the County's responsibilities and contributions under the contract, any limitations in delivering all the required services, any potential problem areas that might impede the successful implementation of the contract, and any other information not specifically required elsewhere in this RFP but considered pertinent by the offeror.

4.5.4 **FEE PROPOSAL:** Provide the basis for your fee on the fee proposal form provided. **ONLY ONE FEE PROPOSAL IS REQUIRED.** All fee proposals shall be sealed in a "separate" #10 envelope, clearly marked with the RFP number and title. Fee Proposals will be considered from those firms that are "Short Listed". **DO NOT SUBMIT FEE PROPOSAL UNTIL IT IS REQUESTED.**

- 4.6 All proposals must remain valid for a period of ***not less than ninety (90) days*** from due date of proposal.
- 4.7 All respondents must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.
- 4.8 The County shall have sole discretion in evaluating both the responses and qualifications of the respondents.
- 4.9 **CONTRACT:** The successful respondent will be expected to execute a contract within 30 days of notice to award. Upon award of the contract, the proponent shall be bound to deliver services on the terms and conditions of this document and any negotiations which may occur. As well, the County shall be bound on the said terms and conditions to procure the services described and remit payment to the proponent when services are completed and accepted.
- 4.10 **PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS:** The proponent will perform the project as an independent contractor and not as an agent or employee of the County. Joint ventures and sub-consultant arrangements are not prohibited; however, the proponent shall secure written permission from Chatham County before subcontracting any part of this service. Such permission should be obtained during the proposal evaluation stage.

Proponents are encouraged to use Minority/Woman Business Enterprises and are reminded of reporting requirements when utilizing these arrangements.

- 4.11 **LICENSES, PERMITS, TAXES:** The price or prices for the work shall include full compensation for all fees that the proponent is or may be required to pay.
- 4.12 **CHANGES:** In the event a contract is awarded, the County may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the proponent's cost of performing any part of the contract, whether changed or not changed by any such notice, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made.

Any claim by the proponent for an equitable adjustment shall be supported by detailed cost and pricing data, which the County shall have the right to verify by audit of the proponent's records or, at the County's election, by other appropriate means. Any claim by the proponent for an equitable adjustment shall be made in writing and prior to proceeding with the additional services or capital investments. The County may accept and act upon claims made later if, in the County's sole discretion, circumstances justify so doing. Nothing in this clause shall excuse the proponent from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.

- 4.13 **TERMINATION OF CONTRACT:** Each party to the contract shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The proponent shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a proponent shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the proponent at issue,

terminate the agreement with said proponent for such default. If this agreement is so terminated, the proponent shall be paid only for work satisfactorily completed.

- 4.14 ASSIGNMENT:** The Contractor shall not assign or transfer any interest of the contract without prior written consent of the County.

SECTION V TECHNICAL SPECIFICATIONS

- 5.1 BACKGROUND AND OBJECTIVES:** The purpose of the Request for Proposal (RFP) is to seek proposals from qualified firms for providing Third Party Administration (TPA) services for Chatham County's self-funded Workers' Compensation Program.

Chatham County has self funded its Workers' Compensation responsibilities since 1972 and has used the services of a third party administrator since the inception of self-funding. Specific excess insurance is currently purchased from Midwest Employers Casualty Company with a statutory accident/disease limit and an Employer's Liability limit of \$1 million. Per claim retention is \$450,000. The term of coverage is the same as the County's fiscal year- July 1 to June 30. Effective July 1, 2010, excess coverage will be placed through the County's insurance broker.

Chatham County is seeking a partner to coordinate claim administration services for providing Workers' Compensation benefits to its employees, elected officials, and any other group(s) designated by the Chatham County Board of Commissioners. Workers' Compensation is a shared responsibility among the Human Resources Department, Finance Department and the TPA. County departments rely heavily upon the TPA regarding knowledge, guidance and availability.

The third party administrator shall receive, review, evaluate, and record all claim and loss notices received from Chatham County and process all claims in accordance with applicable Georgia laws; the current rules and regulations of the State Board of Workers' Compensation; and the internal procedures established by Chatham County.

This RFP does not include general and auto liability adjusting.

The third party administrator shall evaluate claims to determine compensability; determine and apply appropriate cost containment measures; determine the correct payment or rating; evaluate injuries, disabilities and incidents for prompt resolution or settlement.

Additionally, Chatham County requires the claims administrator perform reasonable and necessary administrative and clerical work in connection with claims and notices, including the preparation and disbursement of checks written on an account bearing the name of Chatham County. The Chatham County account is replenished weekly via wire transfer.

The third party administrator shall maintain a file on each claim, and acknowledge each claim file is the property of Chatham County and shall be available for review and physical inspection by the County or its designee at any reasonable time. The third party administrator shall be required to comply with all conditions of the excess insurer(s) with regard to proper and timely reporting of claims.

The third party administrator shall have the responsibility to select, hire, direct and supervise rehabilitation suppliers, private investigators, physicians for independent medical evaluations, Medicare set-aside agreements, and any other vendor or provider deemed necessary for the cost efficient adjudication of Workers' Compensation claims. Chatham County reserves the right to approve all aforementioned vendors and providers, and to select non-affiliated vendors at the County's discretion.

CHATHAM COUNTY INTERNAL PROCEDURES:

Chatham County currently has approximately 1700 employees/eligible participants. This includes Live Oak Public Library employees that are assigned to libraries located within Chatham County. The plan covers no police or fire, but does include correctional and sheriff deputies. The workers' compensation system is accessed via a traditional panel of physicians which consists of two (2) orthopedic providers; two (2) industrial clinics; one (1) neurological provider and one (1) other physician.

No later than 72 hours after an injury, the employee and supervisor are responsible for completion of the First Report of Injury (WC-1). Completion of the WC-1 involves the employee, the immediate supervisor and the department liaison. Each department assigns one or more liaisons whose responsibility is to provide direction to the injured employee and assist in proper completion of all forms. The original WC-1 is then forwarded to the TPA with a copy sent to Human Resources and/or Risk Management. The department liaison provides each employee with a Medical Authorization Form prior to the first visit to a panel physician. In addition to authorizing medical treatment, the Medical Authorization Form provides information to the employee's department and immediate supervisor regarding the employee's current work status. A Medical Authorization Form is to be completed after each physician visit.

In cases involving lost-time, Chatham County allows the employee to select use of their accumulated sick and/or annual leave in lieu of receiving Workers' Compensation. The employee accepts or rejects this option via a "Salary Continuation Form." It is the responsibility of the TPA to contact the department and document confirmation of the employee's selection.

Workers' Compensation is a shared responsibility between Human Resources and Finance (Risk Management). Human Resources directly interacts with the TPA and the employee, while Risk Management is involved with contract administration and loss control.

The County has adopted an "Alternative Duty" plan with the intent of returning the injured employee to the original department or to another department as part of a rehabilitation and cost saving program. Proposed alternative duty positions are provided to the treating physician for comparison of duties and limitations.

Chatham County pays all assessments, adjustments and excess insurance through our internal accounts payable procedures. It is the TPA's responsibility to notify the State Board of Workers' Compensation of the assumption of duties and assist in the preparation of any documents required by the Board.

Any settlements are initiated and negotiated by the County Attorney.

The County is actively pursuing Subsequent Injury Trust Fund recoveries through Reimbursement Consultants, Inc., 11285 Elkins Rd., Roswell, GA 30076.

**CHATHAM COUNTY
WORKER'S COMPENSATION CLAIMS EXPERIENCE
JULY 1, 2004 THROUGH JUNE 30, 2009**

<i>Year</i>	<i>Number of Claims</i>	<i>Reserves to Date</i>	<i>Payments to Date</i>	<i>Total Incurred to Date</i>	<i>Receipts</i>
2004-2005	167	\$69,741.00	\$805,907.00	\$875,648.00	\$28,390.00
2005-2006	169	\$59,845.00	\$572,192.00	\$632,037.00	\$14,637.00
2006-2007	163	\$171,467.00	\$636,399.00	\$807,866.00	\$9,112.00
2007-2008	196	\$271,740.00	\$801,912.00	\$1,073,652.00	\$1,374.00
2008-2009	163	\$172,832.00	\$291,209.00	\$464,041.00	\$0.00

**CHATHAM COUNTY
WORKER'S COMPENSATION HISTORICAL CLAIM INFORMATION
JULY 1, 2004 THROUGH JUNE 30, 2009**

Year	Total Claims	Medical Only	Indemnity	Record only
2004-2005	167	145	15	7
2005-2006	169	121	26	22
2006-2007	163	102	28	33
2007-2008	196	157	35	4
2008-2009	163	131	21	11

5.2 SCOPE OF SERVICES: In addition to the objectives outlined in the background section of this proposal, we are requesting your firm to address its capabilities and ability to comply with the following questions and statements:

- 5.2.1 Does your firm have a Workers' Compensation claims administration office located in Chatham County?
- 5.2.2 If the answer to #1 above is yes, will this office be assigned to Chatham County?
- 5.2.3 Will dedicated staff be assigned to Chatham County or will existing adjusters, supervisors, and administrators handle County claims?

- 5.2.4 Identify personnel that will be assigned to Chatham County giving details with regard to job title, experience, education, recent training, and length of time employed by your firm.
- 5.2.5 Does your firm have emergency response procedures should the assigned office be unavailable?
- 5.2.6 Is your firm's RMIS compatible with and capable of downloading claims information from the Underwriters Safety & Claims data base? Underwriters Safety and Claims currently uses RISKMASTER (registered trade mark).
- 5.2.7 Provide a detailed transition plan including set-up procedures to begin adjusting new and existing claims. Your overall transition plan shall include data transition, triage, new claim intake, notification of external contractors, excess carrier, and State Board of Workers' Compensation.
- 5.2.8 What are your standards/guidelines for hiring or assigning claims examiners? Would Chatham County be involved in this process? If yes, how?
- 5.2.9 Does your firm require continuing education for claims adjusters, supervisors and administrators beyond what the state requires? If yes, please explain.
- 5.2.10 What is the average adjuster case load?
- 5.2.11 What is your adjuster turnover rate?
- 5.2.12 Do supervisors also adjust claims?
- 5.2.13 Based on Chatham County's claim counts (as attached) what staffing plan do you propose for this program?
- 5.2.14 Briefly, explain your file set-up; file review process; and the extent of supervisor involvement.
- 5.2.15 Are potentially catastrophic claims handled differently than other claims? If yes, please explain.
- 5.2.16 Explain your process for evaluating and managing "questionable" claims.
- 5.2.17 Provide your firm's definition of 'medical-only, 'lost-time' and 'incident.' Are there any other claim categories?
- 5.2.18 Briefly describe the step(s) involved when a 'medical-only' claim develops into a 'lost-time' claim.
- 5.2.19 What assurances can your firm provide that in the absence of the assigned adjuster, a supervisor, or other individual can provide answers to County and employee inquiries?
- 5.2.20 Within the last three (3) years has an administration contract been terminated for other than normal expiration or through competitive procurement? If yes, please explain.

- 5.2.21 Shall have ability to generate and electronically transmit monthly check registers.
- 5.2.22 Ability to generate and electronically transmit to Risk Manager a weekly paid claim report no later than noon on each Friday.
- 5.2.23 Shall participate in County-wide training at least annually.
- 5.2.24 Provider shall conduct an initial introductory meeting with representatives (department liaisons) to assist in explaining the County's Workers' Compensation claims procedures and/or any changes to existing procedure.
- 5.2.25 Provider shall to prepare OSHA 300 Forms to satisfy requirements of the State of Georgia and Federal Departments of Labor
- 5.2.26 Provider shall serve as not only a Workers' Compensation TPA, but as a consultant on the overall administration of Chatham County's workers' compensation program. This would include providing insight into any changing legislation and providing recommendations for cost containment.
- 5.2.27 Provider shall participate in Subsequent Injury Trust Fund recoveries through Reimbursement Consultants, Inc. 11285 Elkins Rd., Roswell, GA 30076.

5.3 METHOD OF EVALUATION:

The following factors will be considered by the Selection Committee in the evaluation of this proposal [excluding option for Automobile Accident Investigation]. The factors to be evaluated will not necessarily be evaluated in the order presented:

- 5.3.1 Demonstrated understanding of the scope of services.
- 5.3.2 Experience in administering self-funded, government plans.
- 5.3.3 Reputation of the firm based on references.
- 5.3.4 Computer support and reports capability.
- 5.3.5 Proximity to and availability to claims office.
- 5.3.6 Oral presentation (if requested).
- 5.3.7 Proposed fees for services - including run-out claims if requested. Please Note: Fee proposals will only be considered from those firm's that are "Short Listed" .

5.4 LOSS CONTROL SERVICES:

Briefly describe your experience to provide loss control services to government entities.

5.5 REFERENCES:

Please provide at least three (3) current or past government clients for who you furnish(ed) claim administration services. Please provide the client's name, address, phone number and contact person. Chatham County is interested in the type of service(s) provided and how long that reference has been your client.

5.6 BASIS FOR FEE PROPOSAL (PRICING):

Your fee for claim administration should be based on lump sum cost per contract year for the following type of claims:

- Medical Only
- Lost time
- Incident

Please explain your procedure for justifying subsequent year price increases.

PROVIDE THE BASIS FOR YOUR FEE ON THE FEE PROPOSAL FORM PROVIDED. ONLY ONE COPY OF FEE PROPOSAL IS REQUIRED. ALL FEE PROPOSALS WILL BE SEALED IN A #10 ENVELOPE, CLEARLY MARKED WITH THE RFP NUMBER AND TITLE, AND SUBMITTED WITH PROPOSAL. FEE PROPOSALS WILL ONLY BE CONSIDERED FROM THOSE FIRMS THAT ARE "SHORT LISTED".

5.7 RUN-OFF CLAIMS:

The incumbent claim administrator is requested to provide a quote to handle run-off of all open claims to their conclusion. Prospective third-party administrators should provide us with a separate quote to handle run-off claims should the incumbent not be selected. The run-off claims should be stated at follows:

Cost per file:

- Medical Only
- Lost time
- Incident

5.8 CLAIM REPORTING: Describe your claim reporting options – internet, fax or telephonic. Please describe any charges related to utilizing a particular format.

5.8.1 Describe your claim reporting options - internet, fax or telephonic. Please describe any charges related to utilizing a particular format.

5.8.2 Submit samples of 'standard' claim reports.

5.8.3 Agree to provide individual claim summary reports for open, lost-time cases which include at a minimum, claimant's name, County department, age when hired, injured and current, your assigned claim number, body part(s) involved, reserve, paid and total incurred with regard to indemnity and medical, description of illness or injury, reserve

explanation, and claim status report. Please provide a sample of your proposed Claim Summary Form(at).

- 5.8.4 Provide a copy of your firm's proposed annual stewardship report including, but not limited to, summary of overall plan cost saving for the preceding fiscal year.
- 5.8.5 Acknowledge and confirm any Workers' Compensation settlements are initiated and negotiated by the County Attorney. Please comment on how your firm would assist in this process?
- 5.8.6. Does your firm charge additional adjuster fees to attend hearings, depositions, briefing with the County Attorney, or any other related legal activity?
- 5.8.7 Describe your firm's transition process to begin submitting Chatham County Medicare/Medicaid Section 111 claims.

5.9 FINANCIAL AND CASE MANAGEMENT:

- 5.9.1 Will a dedicated Account Manager/Account Executive be assigned to Chatham County to handle claim reports – including checks registers; weekly paid claim reports; requests for stop-payment; requests for special issue checks?
- 5.9.2 How will you notify the County of SITF reimbursements? How will you coordinate you activities with Reimbursement Consultants?
- 5.9.3 Explain your protocol for assigning Nurse Case Managers.
- 5.9.4 Are Nurse Case Managers employees or contracted?
- 5.9.5 What are the qualifications and continuing education requirements for Nurse Case Managers?
- 5.9.6 Is your bill review process internal or external?
- 5.9.7 Please state your average savings per bill review. How will annual savings be documented and presented to the County? What is your average savings per bill review for governments?
- 5.9.8 Please provide the average monthly bill [review] volume processed by the office which will provide these services to Chatham County.
- 5.9.9 Please explain your utilization review process.
- 5.9.10 Please describe your physician peer review and utilization protocols.
- 5.9.11 Please describe your philosophy regarding direct communications between the adjustor and the department liaisons, and the County Attorney.

5.9.12 Describe the transition process for Medicare/Medicaid Section 111 reporting from the current TPA to your system.

5.9.13 Does your firm have the capability of preparing a Medicare Set Aside Analysis? If yes, is service performed in-house or by contract?

5.10 GENERAL ADMINISTRATION INQUIRIES:

5.10.1 Please explain how your firm handles and charges for subrogation recoveries of workers' compensation claims that involve other at-fault parties. How will your firm track and report these recoveries?

5.10.2 Please provide a list of all vendors that you utilize for such areas as prescription services, nurse case management, bill review, surveillance, etc.

5.10.3 What excess carriers are you approved by?

5.10.4 Please provide a sample of your standard TPA contract.

5.10.5 Briefly explain your firm's experience in implementing cost containment programs with regard to prescription drugs.

SECTION VI

EVALUATION AND AWARD THIRD PARTY ADMINISTRATOR FOR WORKER'S COMPENSATION

6.1 EVALUATION: Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a technical review panel. A description of the factors which will be analyzed, and the relative weight accorded each factor follows. ***The County will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Consultant Services requested.***

STEP 1: PROPOSAL SUBMITTAL (***TOTAL POSSIBLE POINTS: 100.***)

<i>Evaluating Factor:</i>	<i>Points Possible:</i>
<i>Qualifications:</i> Qualifications of the firm, individual, and sub-consultants assigned to the project. Educational background and training of employees assigned to Chatham County; Qualification of the firm with emphasis on quality control; Demonstrate ability to control cost.	30
<i>Experience:</i> Overall experience of the firm in administrating self-funded, government plans similar in size to Chatham County. Commitment to M/WBE.	10
<i>Capabilities:</i> Willingness to work closely with Chatham County department; Ability and capacity to respond promptly to request. Methodology and approach to address the needs and requirements of the County. Computer support and report capabilities. Current and projected workload. Location and availability of claims office. Additional information regarding your administration services that distinguishes you from your competition.	40
<i>Project Understanding and Methodology:</i> Demonstrated understanding of the scope of service. Demonstrate how services will be provided and what support services are required by Chatham County.	10
<i>References:</i> Provides a minimum of three (3) references of agencies or firms that firm has provided the same or similar services to with the last five years: two (2) references that have 1,000 or more employees and one (1) reference from a Georgia government; Reputation of firm.	10

STEP 2- INTERVIEWS/PRESENTATIONS- IF REQUIRED (***TOTAL POSSIBLE POINTS: 30***)
FEE PROPOSAL/COST DATA (***TOTAL POSSIBLE POINTS: 35***)

6.2 **CONTRACT AWARD:**

6.2.1 Successful Proponent will be asked to submit his/her firms' contractual issues for consideration in the Chatham County contract. Proposals will become part of the contract.

6.2.2 No work shall be performed under the contract until a contract has been fully executed by both parties. A notice to proceed will be issued by Chatham County.

REQUEST FOR PROPOSAL
CHATHAM COUNTY, GEORGIA

FEE PROPOSAL FORM

RFP NO. P10-13-5

WORKER'S COMPENSATION THIRD PARTY ADMINISTRATION
CHATHAM COUNTY, GEORGIA

I have read and understand the requirements of this proposal, RFP #P10-13-5, and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. I agree to furnish the Services as described in RFP #10-13-5, for the fee listed below. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal. In addition, the County reserves the right to accept any part or all of the fee schedule and to negotiate any charges contained herein unless qualified otherwise.

FEE TO BE BASED ON LUMP SUM COST PER YEAR:

Year 1: 2010/2011	_____	/Total
Year 2: 2011/2012	_____	/Total
Year 3: 2012/2013	_____	/Total
Year 4: 2013/2014	_____	/Total
Year 5: 2014/2015:	_____	/Total

BASIS FOR PRICE INCREASES (PER ADDITIONAL ONE YEAR TERMS): _____

RUN-OFF CLAIM FEES (*Please attach a separate fee schedule as described in Section 5.11*)

FIRM NAME: _____

PROPOSER: _____

SIGNATURE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

FAX NUMBER: _____

E-MAIL: _____

BUSINESS TAX CERTIFICATE/LICENSE NUMBER: _____

CITY/COUNTY/STATE: _____

MINORITY BUSINESS ENTERPRISE? _____ /YES _____ /NO

MINORITY CLASSIFICATION: _____

**CHATHAM COUNTY, GEORGIA
WORKERS' COMPENSATION FEE SCHEDULE
2009**

ITEM	DESCRIPTION	Annual Cost
A.	Medical Only	
	Lost-time	
B.	Incident/Report Only	
	MSA Agent	
	MSA Reports	
	Annual Total	
C.	Annual Administrative Fee	
	Annual Total	
	Annual Total	
	Sub-Total (A+B+C)	
D.	Data Conversion Fee (First Year Only)	
	Total (A+B+C+D)	
E.	Annual Percentage Increase	
	Annual Cost Year One	
	Annual Cost Year Two	
	Annual Cost Year Three	
	Annual Cost Year Four	
	Annual Cost Year Five	
	Full Term Contract Value	
F.	Medical Bill Review (% of Savings)	
	Run-off Claims	
	Medical Only	
	Lost-time	
	Incident/Report Only	
	Total (A+B+C+D+F+G)	
	Optional Fees for Services	
G.	OSHA 300 Log	
H.	Medicare Set-Aside	
I.	Loss Control	

ATTACHMENT "A"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with in full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

_____ (Contractor) certifies to Chatham County that a drug-free workplace will be provided for the employees during the performance of this contract known as WORKER'S COMPENSATION THIRD PARTY ADMINISTRATION pursuant to paragraph (7), of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR: DATE:

NOTARY: DATE:

ATTACHMENT "B"

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presents, that I (We), _____, _____, _____,
Name Title Name of Bidder

(herein after "Company") in consideration of the privilege to bid/or propose on the following Chatham County project procurement (WORKER'S COMPENSATION THIRD PARTY ADMINISTRATION,

hereby consent, covenant and agree as follows:

1. No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
2. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
3. In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
4. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
5. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
6. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Signature

Date

ATTACHMENT "C"

**LETTER OF INTENT TO PERFORM AS A MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR/JOINT VENTURE PARTNER**

*THIS FORM MUST BE COMPLETED BY THE SUCCESSFUL SUB-CONTRACTOR AND
SUBMITTED BY THE APPARENT SUCCESSFUL BIDDER OR PROPOSER BEFORE APPROVAL
OF CONTRACT AWARD IS REQUESTED BY COUNTY STAFF FROM THE BOARD OF
COMMISSIONERS.*

PROJECT: RFP #10-13-5 WORKER'S COMPENSATION

THIRD PARTY ADMINISTRATION

PROPOSER: _____

DATE: _____

The undersigned has agreed to perform work in connection with the above project as:

_____ a sole proprietorship (individual) _____ a corporation

_____ a partnership _____ a joint venture

Detailed description of work items to be performed: _____

at the following price \$ _____.

Type or Print Name of M/WBE Sub-Contractor

By: _____

Title: _____

Printed Name: _____

The undersigned will enter into a written agreement with the above M/WBE Contractor for the work described upon award and execution of a contract with Chatham County.

Typed or Print Name of Firm

Signature: _____

Title: _____

Printed Name: _____

Date: _____

ATTACHMENT “D”

DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

3. List any convictions or civil judgments under states or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that

Company Name _____

the above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____

2008 by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

ATTACHMENT "E"

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200_

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT "F"

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200_

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

LEGAL NOTICE

CC NO. 163968

Chatham County, Georgia is seeking proposals from firms interested in providing Worker's Compensation Third Party Administration Services for Chatham County, Georgia- Request for Proposal No. P10-13-5.

A "MANDATORY" PRE-PROPOSAL CONFERENCE will be conducted at **2:00 P.M., DECEMBER 22, 2009**, in the Conference Room, 1117 EISENHOWER DRIVE, SUITE C, Savannah, Georgia, 31406, to discuss the specifications and to resolve any questions and/or misunderstanding that may arise. Firms are encouraged to attend.

Proposals are due by **2:00 P.M. JANUARY 8, 2010** and must be mailed or hand delivered to the Chatham County Purchasing Office, "1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA, 31406.

A copy of this Request for Proposal is available in Chatham County Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406. For additional information concerning specifications, please contact Mrs. Kathleen Watson-Scott, CPPB, Procurement Specialist, at (912) 790-1619. Specifications are also available on and can be downloaded from the County's website at www.chathamcounty.org

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL BIDS AND TO WAIVE ALL FORMALITIES. "CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS".

WILLIAM R. PARSON, CPPO, PURCHASING AGENT
CHATHAM COUNTY, GEORGIA

- Savannah News- INSERT: December 16; and December 21, 2009

NEWS ONLY-

Please send two copies of affidavit to:

Chatham County Purchasing Department
P.O. Box 15180
Savannah, GA 31416
(912) 790-1619