

**REQUEST FOR PROPOSAL
SUBMIT PROPOSAL TO**

**SHAWNEE COUNTY COURTHOUSE
Room 201
Topeka, Kansas 66603**

QUOTATION NO. 026-2015 VENDOR_____

DATE MAILED 07-10-2015 ADDRESS_____

CLOSING 2:00 P.M. 07-23-2015 PHONE_____

**REQUEST FOR PROPOSALS
GENERAL INFORMATION AND SPECIFICATIONS
FOR WORKERS COMPENSATION CLAIMS ADMINISTRATION
SERVICES FOR SHAWNEE COUNTY, KANSAS**

Proposal Submission Deadline: Sealed proposals must be received in the Shawnee County Audit Finance Office, Shawnee County Courthouse, 200 SE 7th St., Room 201, Topeka, KS 66603 before **2:00 P.M., July 23, 2015.** Proposals received after that time will not be considered and will be returned unopened.

Bid Opening Date: Tuesday, July 23, 2015
Time: 2:00 P.M. (Central Time)
Place: Shawnee County Audit Finance Office
200 SE 7th St., Room 201, Topeka, KS 66603

REQUEST FOR PROPOSAL

WORKERS COMPENSATION CLAIMS ADMINISTRATION SERVICES FOR SHAWNEE COUNTY, KANSAS

The Board of County Commissioners of Shawnee County, Kansas (the “County”) is requesting proposals for Workers Compensation Claims Administration Services for Shawnee County, Kansas. The successful bidder (the “Proposer”) must be able to provide all of the outlined services, unless designated herein as optional.

This RFP is divided into three (3) sections as follows:

- Section 1: General provisions
- Section 2: Specifications for Workers Compensation Claims Administration Services
- Section 3: Proposal form

SECTION 1: GENERAL PROVISIONS

1.1 Award

An award will be made to the lowest, most responsive and qualified proposal substantially meeting specifications as determined by the appropriate County Department Heads and/or Elected Officials. The submitter of the selected proposal will be contacted to negotiate a contract to provide the requested services as outlined in the proposal.

1.2 CONTACT PERSON / CONTRACT ADMINISTRATOR

James M. Crowl
Asst. Shawnee County Counselor
Interim Human Resources Director
200 SE 7th St., Room 100
Topeka, KS 66603
Phone: (785) 251-4410
E-mail: james.crowl@snco.us

1.3 PROPOSAL SUBMISSION

Each proposer, by the submission of a proposal, assents to all term and conditions set forth and agrees to be bound thereby. The original proposal sheets must be submitted, along with five (5) copies (including any supplemental proposal information). Sealed proposals must be submitted to **Michele Hanshaw, Shawnee County Purchasing, Shawnee County Courthouse, 200 SE 7th St., Room 201, Topeka, KS 66603** by the date and time indicated on the cover page, be signed by an authorized agent of the Proposer and contain the complete business name and

mailing address of the Proposer. Envelopes/container containing proposals must be sealed and marked on the lower left-hand corner with the firm name and address, RFP number, proposal due date, and proposal opening time. Proposals that do not carry proper identification may be rejected. The County will accept no responsibility for the premature opening of a bid not properly identified on the outside of the envelope.

Proposals by telephone, telegraph or facsimile will not be accepted. All proposals must remain in effect for ninety (90) days after the proposal due date.

The proposal sheets must be completed in their entirety.

1.4 PROPOSAL OPENING

Proposals will be opened at the time and place indicated on the cover page; however, proposals will not become public information until the Board of County Commissioners have made the award for this request.

1.5 PROPOSAL EVALUATION

Selection of a proposal will be based on cost and an evaluation of the total package of services offered by the Proposer as determined by the County. Selected Proposers may be asked to provide a presentation to explain their proposals during the evaluation process. The County may elect to waive minor technicalities and further may elect to accept or reject any or all proposals received.

1.6 INDEMNIFICATION

Proposers agree to indemnify and hold harmless the County, its officers, employees, and agents, from and against all claims, damages, losses, and expenses arising out of the submission of any proposal and any possible subsequent limitation on the amount or type of damages, compensation or benefits payable for or by the Proposer or any agent of the Proposer under the Worker's Compensation Act, disability benefit acts or other employee benefits acts.

1.7 MISCELLANEOUS CONDITIONS

By submitting a response to this Request for Proposal, Proposers agree to the following:

1. Alternate proposals will be considered for an award. The County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
2. The County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of the County. It will further be understood that each Proposer's sureties and insurers are subject to the approval of the County.

3. The County may award a contract, based on proposals received, without discussion of such proposals. **A Proposer's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those proposers that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
4. The County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
5. **Proposals may not be withdrawn for a period of ninety (90) days following the opening of this Request for Proposal. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.**
6. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist Shawnee County in analyzing your proposal.
7. A contractual agreement constitutes the County's offer to the Proposer upon the terms and conditions stated therein.
8. Except as otherwise provided herein, Proposers responding to this RFP must agree to furnish all supplies, materials, labor, equipment, and incidentals necessary to provide the equipment/materials/services described herein and any addendums hereto.
9. In the event that goods or services delivered by the Proposer are unsatisfactory and remain unsatisfactory after a notice and an opportunity to correct the deficiencies, the County reserves the right to purchase substitute goods or services from the other bidders.
10. If a response to this Request for Proposal is accepted, the responder agrees to execute and deliver to the County a contract within thirty (30) days of notice of the award to the Proposer. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
11. Domestic (Kansas) corporations shall: 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in

Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and
2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

12. The Proposer hereby certifies that he or she has carefully examined all of the documents for the RFP, has carefully and thoroughly reviewed this RFP, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the RFP. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
13. Any confidential or proprietary information should be clearly marked. It will be understood that any proposal and any/all referencing information submitted in response to this RFP will become the property of the County, and will not be returned. The County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, the County is subject to making records available for disclosure after Board of Shawnee County Commission approval of the recommendation.
14. The County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the County has formally accepted a recommendation.
15. The County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
16. No prepayment of any kind will be made prior to implementation.
17. Successful Proposer may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Proposer shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable.
18. The Proposer agrees all data, records and information, which the Proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of the County. Proposer agrees it will take all reasonable steps and the same protective precautions to

protect the County's proprietary information from disclosure to third parties as with Proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of the County.

19. The Proposer agrees to comply with K.S.A. 44-1030, which reads as follows:
"The Proposer hereby agrees that":
 - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
 - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
 - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas;
 - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas; and,
 - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
20. By submission of a response, the Proposer agrees that at the time of submittal, it:
1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or 2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Board of Shawnee County Commissioners of the County of Shawnee, Kansas. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County may reject their proposal at its sole discretion.
21. No gifts or gratuities of any kind shall be offered to any County employee at any time.

22. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other proposers, so that all proposals for the project will result from free, open, and competitive proposing.
23. The County is exempt from the payment of Federal and excise taxes and from Kansas sales tax.
24. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must deliver the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the Proposer's proposal.
25. Notice: The successful Proposer will be notified by letter or telephone as soon as possible after bids have been opened, tabulated and analyzed. Unsuccessful proposers will not be notified. However, any proposer may inquire of the Shawnee County Audit Finance Office as to the status of its proposal three (3) business days after the proposal opening.

SECTION 2: SPECIFICATIONS FOR WORKERS COMPENSATION CLAIMS ADMINISTRATION SERVICES FOR SHAWNEE COUNTY, KANSAS

2.1 GENERAL INFORMATION

Shawnee County is located in northeast Kansas, with a population of 178,831 (2013). Its largest city, Topeka, population 127,679 (2013) is also the capital of the State of Kansas.

Shawnee County is governed by a three member, elected Board of County Commissioners. Departments are operated under the management of Elected Officials and appointed, unclassified Department Heads. Shawnee County employs approximately 1100 permanent employees. These employees are divided into the following Departments:

Audit Finance
Appraiser
Board of County Commissioners
County Clerk
County Counselor
Community Corrections
Corrections
Elections
Emergency Management
Health Agency
Human Resources
Information Technology

Motor Vehicle
Weed
Planning
Parks & Recreation
Public Works
Solid Waste
Register of Deeds
Sheriff
Treasurer

2.2 PROPOSED CONTRACT TERM

It is anticipated that an agreement with the successful proposer will be entered into by the Board of County Commissioners of the County of Shawnee, Kansas for an initial two (2) year term with two (2) automatic one (1) year renewals, subject to termination by either party upon sixty (60) days written notice. The initial term shall commence on August 1, 2015. The administration of the agreement shall be done for the County by the Shawnee County Counselor's Office, subject to administrative review by the Shawnee County Commission. The agreement with the successful proposer will provide, at a minimum, that the proposer will perform the workers compensation claims administration services outlined in Section 2.3.

2.3 SCOPE OF SERVICES

1. The successful proposer agrees to assign competent personnel to perform all tasks necessary to provide the services specified in this RFP. The successful proposer will advise Shawnee County of the identity of all professional personnel providing direct services to Shawnee County.
2. The successful proposer agrees to act as the exclusive service agent for Shawnee County and to provide the following administrative services:
 - a. File and assist in the filing of reports as required by any applicable State or federal law or regulation;
 - b. Provide assistance and advice to legal, accounting, actuarial, or other personnel as reasonably requested by Shawnee County;
 - c. Maintain complete records of all Shawnee County business for which the successful proposer is responsible; and
 - d. The successful proposer will assist Shawnee County in establishing a claims fund and will notify Shawnee County as checks are written via check weekly register.
3. The Successful proposer will provide the following claims management services:
 - a. Report, investigate, adjust and otherwise administer all claims, including medical

case management and the management of a defense for litigated claims in accordance with the successful proposer's professional judgment. The successful proposer may engage the use of outside services when deemed to be cost effective, or special expertise as necessary;

- b. Determine what claim payment, if any, should be paid on behalf of Shawnee County in light of the nature of the claim and any applicable law. The successful proposer will consult with Shawnee County before offering any sum in settlement of any claim that exceeds the successful proposer's Discretionary Settlement Authority;
 - c. Determine with the concurrence of Shawnee County what allocated loss expenses shall be incurred with respect to any claim;
 - d. Maintain a claim file on each reported claim. The claim files will be the property of Shawnee County and will be available for inspection by Shawnee County or its designee upon reasonable notice;
 - e. Provide statistical and loss experience reports concerning claim status, claim reserves and claim payments, with a frequency no less than monthly;
 - f. Advise Shawnee County of all significant developments arising from any investigation, adjustment or settlement that affects any claim. Claims with incurred values of \$5,000 or more will be discussed at scheduled claims conferences or in narrative form at Shawnee County's request;
 - g. Administer, investigate and adjust all reported claims during the term of proposed contract; and
 - h. Identify and recommend for Shawnee County approval of any subrogation to be initiated.
- 4. The successful proposer shall use its professional judgment to set adequate and reasonable reserves for all claims filed and shall service claims in a reasonable manner in accordance with accepted claims handling practices.
 - 5. The successful proposer shall be granted Discretionary Settlement Authority by Shawnee County. Settlements in excess of this Discretionary Settlement Authority will be discussed with Shawnee County prior to settlement. Written approval for all settlements will be required.
 - 6. All funds, payments, billings, claims and other records that are related to the agreement to provide workers compensation administration services shall be open for inspection and audit by Shawnee County.
 - 7. Shawnee County and the successful proposer will agree in writing to abide by any state

or federal law that requires the protection of private medical records or other information related to the County's employees.

8. Shawnee County and the successful proposer will agree to be bound by Kansas law, and the agreement between the parties shall be interpreted in accordance with Kansas law.
9. Shawnee County and the successful proposer will agree that their relationship is an independent contractor relationship only. No joint venture, master servant, or other agency relationship shall be created between the parties.
10. Shawnee County reserves the right to request additional contract provisions in the final written agreement with the successful proposer to provide workers compensation administration services.

2.4 OTHER INFORMATION THAT MUST BE INCLUDED

1. Summarize the proposal on your company letterhead stationary with signature by an authorized officer of the company. Acceptance or exception to the terms and scope listed in this request must be noted in the letter.
2. Provide a description of your company's qualifications, credentials, experience and resources as they relate to consultation in the areas of job classification and compensation.
3. Provide resume information of all staff who will be assigned to the study.
4. Provide a list of Kansas Municipalities in the last 10 years with addresses, phone number and contact name for which you have provided similar services.
5. Provide a detailed price for completing the services and options. The proposal may suggest ways to reduce the cost of the services outlined in the proposal.

2.5 RIGHT OF REJECTION

Shawnee County reserves the right to reject any and all proposals submitted.

2.6 REQUEST FOR PROPOSAL MODIFICATION

Shawnee County reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise any part of this RFP, the modified portion will be provided to all proposers that the original RFP was sent to unless the modification comes after the July 23, 2015 deadline. In that case, the modified portion will be provided to all consultants who responded to the initial RFP.

SECTION 3: PROPOSAL RESPONSE FORM

This is the Proposal of _____, (Proposer) for Shawnee County
Request for Proposal No. 026-2015.

Proposer agrees to provide services in conformance with the request for proposals and the final contract for services

SCHEDULE OF PRICES

Proposal # 026-2015

<u>Bidding Item</u>	<u>TOTAL PRICE</u>
1. WORKERS COMPENSATION CLAIMS ADMINISTRATION SERVICES	\$_____

RECOMMENDATIONS

Identify at least two (2) clients, similar in composition to that of the County, who have direct knowledge of your firm's performance for similar services and whom Shawnee County can contact for a recommendation.

1. Organization: _____
Address: _____
Contact Person: _____ Phone: _____
Date of Services: _____
Briefly Describe Scope of services: _____
2. Organization: _____
Address: _____
Contact Person: _____ Phone: _____
Date of Services: _____
Briefly Describe Scope of services: _____

ADDITIONAL INFORMATION

The following additional information is requested in order to assist the County in evaluating your ability to provide the services requested. Firms must specifically address in their proposal each of the following items, in the order listed below:

1. Discuss how the required services will be provided.
2. Describe any characteristics or capabilities, which may make the Proposer uniquely qualified to provide the services to the County.
3. Provide a description of your firm, its organization, size and nature of general services, office facilities available, and a description of any special equipment, which will assist in fulfilling the services solicited herein.
4. Discuss any additional information necessary to assist the County in evaluating your proposal.

CERTIFICATION

The undersigned, on behalf of the Proposer, certifies that:

1. Proposer meets or exceeds the minimum requirements set forth in this RFP;
2. This offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project;
3. Is in all respects fair and without collusion or fraud;
4. The person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered;
5. They have read the complete Request for Proposal and understand all provisions;
6. If accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and
7. Any mistakes in the submitted proposal will be the Proposer's responsibility.

Firm Name _____

Contact _____

Address _____ City/State _____ Zip _____

Phone _____ Fax _____ Hours _____

Website _____ Email _____

Tax Payer I.D. Number _____

Number Of Locations _____ Number Of Persons Employed _____

Web Site Address _____ E-Mail _____

Type Of Organization: Public Corporation _____ Private Corporation _____
Sole Proprietorship____ Partnership____ Minority Business____ Woman-Owned Business _____
Small Business _____ Manufacturer _____ Distributor____ Retail _____ Dealer _____

We Acknowledge Receipt Of Addendums: **All addendum(s) are posted to our RFQ/RFP web page and it is the firm's responsibility to check and confirm all addendum(s) related to this document by going to <http://www.snco.us/purchasing/bids.asp>**

Addendum #____ DATED_____; Addendum #____ DATED_____;

In submitting a response to this document, firm acknowledges acceptance of all requirements stated herein and has clearly delineated and detailed any exceptions.

Signature_____ Title_____