

The City of Lake Worth



REQUEST FOR PROPOSALS

RFP # NO. 15-204

**WORKER'S COMPENSATION/PROPERTY/CASUALTY
THIRD PARTY CLAIMS ADMINISTRATION SERVICE**



Where the Tropics Begin

BEN FEW & COMPANY, INC.



Where the Tropics Begin

FINANCE OFFICE
7 North Dixie Hwy.
Lake Worth, FL 33461
TEL: 561-586-1674
FAX: 561-586-1673

RFP # 15-204

WORKER'S COMPENSATION/PROPERTY/CASUALTY THIRD PARTY CLAIMS ADMINISTRATION SERVICE

The City of Lake Worth is seeking proposals from qualified Third Party Administrators to service the City's claim handling under its self-insured property and casualty insurance program.

Time is of the essence and any proposal received after **3:00 p.m., August 21, 2015**, whether by mail or otherwise will be returned unopened. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by the City's Finance Office personnel by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the proposer including without limitation any and all costs and fees related to a protest.

Interested parties may obtain a copy of the RFP by contacting the Finance Office at (561) 586-1674 or from the City's website at www.lakeworth.org, Purchasing Opportunities. All proposals must be hand-delivered or mailed to:

City of Lake Worth Finance Office – 2nd Floor
7 North Dixie Hwy
Lake Worth, FL 33461

ENVELOPE MUST BE IDENTIFIED AS RFP # 15-204. Small Business participation is strongly encouraged.

BY: 
Hirut Darge, Finance Office

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West Palm Beach Post

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth is seeking proposals from qualified Third Party Administrators to service the City's claim handling under its self-insured property and casualty insurance program. A more detailed scope of services is incorporated into this RFP as **Exhibit "A"**.

2. SUBMITTAL OF PROPOSALS

Interested Proposers are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely. The City intends to negotiate a contract for the goods and/or services upon selection of the proposal that best satisfies the evaluation criteria.

Time is of the essence and any proposal received after **3:00 p.m., August 21, 2015**, whether by mail or otherwise will be returned unopened. The City will in no way be responsible for delays caused by any occurrence. Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail. Each envelope will be stamped by the Finance Office personnel with the date and time received. The time of receipt shall be determined by the time clock located in the Finance Office. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Finance office personnel by the deadline indicated. At the designated time and place, the City Finance Official or designee will record the proposals for the record.

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Proposer. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

3. REGISTRATION

Each Proposer seeking to submit a proposal is requested to **register** with the Finance Office in order to receive any addenda to this RFP. Please complete the Registration form attached as **Exhibit "B"** and mail, fax or e-mail to the Finance Office at the address noted below on or before **3:00 p.m., August 7, 2015**. It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any Proposer; however, the City will use its best efforts to provide issued addenda to those Proposers registered for this RFP with the City.

Hirut Darge, Purchasing Agent
Finance Office
7 North Dixie Highway
Lake Worth, FL 33461
Fax: 561-586-1750
hdarge@lakeworth.org

4. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this RFP should be submitted in writing via mail, fax or e-mail and must be received by the above noted Purchasing Agent not later than ten (10) calendar days prior to the due date for proposals. All questions will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFP. The City will attempt to not issue any addenda within three (3) business days of the due date of proposals; however, the City reserves the right to issue any addenda at any time prior to the due date and time of proposals.

5. PROPERTY OF THE CITY

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

6. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

- Registration Form Due August 7, 2015 (before 3 PM)
- Questions from Potential Proposers Due August 10, 2015 (3 PM)
- Issue Addendum (if necessary) August 14, 2015 (by 3 PM)
- Proposal Response Due August 21, 2015 (3 PM)

The City reserves the right to amend the anticipated schedule as it deems necessary.

7. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a response to this RFP. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Proposers are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process.

8. ETHICS REQUIREMENT

This RFP is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Proposer coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFP.

9. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. In its sole discretion, the City may determine the qualifications and acceptability of any firm or firms submitting proposals in response to this RFP. Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer' affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

10. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract including the fee for the services to be rendered will be negotiated with successful Proposer. If the City and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Proposers and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Proposer that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one Proposer if it is in the best interests of the City.

The resulting non-exclusive contract shall be for an initial term of Three years with two additional _one year renewal options unless earlier terminated in accordance with the resulting contract. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term. Each fiscal year of the contract and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City of Lake Worth. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right.

Rates shall remain firm for the _first three years of the resulting contract subject to terms and conditions to be negotiated on requests for consideration of a price adjustment.

11. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

- A. The firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
- C. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The firm shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including

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death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the CITY as an "Additional Insured".

12. EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the proposals. The Evaluation Committee will convene for a public meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission with or without discussion. The Procurement Agent will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City. The selected proposer will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Finance Office.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City (consistent with the evaluation criteria). The City shall be the sole judge of the proposals and the resulting agreement that is in its best interests.

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to the City's investigation. City is the sole judge in determining Proposer's qualifications.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Proposers to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Proposer who is most advantageous to the City.

Evaluation Scoring Criteria:

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered "Qualified", a Proposer must receive a minimum aggregate average of 70 points.**

Qualifications by Category	Points Awarded
Rate Schedule	0 - 25 points
Evidence of professional experience & skill	0 - 35 points
Evidence of ability to deliver in specific timeline	0 - 25 points
Client references	0 - 10 points
Proper licenses and other related certifications or professional awards	0 - 5 points
Total	100 points

13. PROPOSAL FORMAT

Each proposer shall submit **one (1) original, three (3) copies and (1) electronic copy** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement. **Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.**

Only one proposal may be submitted by each Proposer.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

A. Letter of Transmittal (not to exceed three pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Proposer's business operation; how long in business; general approach to tasks and projects; and, why the Proposer should be selected.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.

- An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

B. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by the City. Each Proposer is responsible for visiting the City's website to view and obtain addendum.

C. References & Materials (not to exceed 30 pages plus the form).

Proposers shall provide a minimum of three (3) references on the form provided demonstrating their claims handling experience & skill. Prior experience & skill with other Florida municipalities is desirable. Proposers are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered. Samples of materials that would fall into the scope of services herein should be submitted with the proposal. The samples of material should not exceed 30 pages.

D. Proof of Licenses (unlimited)

Proposers shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of Proposer's Business Tax Receipt (as applicable).

E. Evidence of Ability to Deliver on Time (limited to two pages plus resumes)

Proposers shall provide a two-page summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current firm workload should be provided. Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

F. Rate Schedule (limited to two pages)

Proposers are to provide rate schedule for all principals and personnel who will be providing the requested services. The rates provided will be the basis for tasks and projects issued to the selected proposer.

G. Litigation and/or Terminations (unlimited)

Proposers should provide a summary of any litigation filed against the proposer in the past five (5) years which is related to the services sought in this RFP and that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Proposers shall also state if the proposer has had a contracts for the services sought in this RFP which were terminated for default, non-performance or delay, in the past five (5) years. Proposers shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. *If none, state as such.*

14. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS

By submitting a proposal, the Proposer warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Proposer.

D. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.

F. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

15. PROTESTS

Any actual Proposer who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

16. EXHIBITS

This RFP consists of the following exhibits (which are incorporated herein by reference):

- | | |
|----------------|---|
| A. Exhibit "A" | Scope of Services |
| B. Exhibit "B" | Registration Form (should be submitted) |
| C. Exhibit "C" | Proposer Information Form (must be submitted) |
| D. Exhibit "D" | Drug Free Workplace Form (must be submitted) |
| E. Exhibit "E" | References (must be submitted) |

17. COMPLIANCE

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Proposer believes its proposal contains exempt or confidential information, the Proposer must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

END OF GENERAL INFORMATION

EXHIBIT "A"**SCOPE OF SERVICES**

The City of Lake Worth is seeking proposals from qualified Third Party Claims Administrators to handle claims under the City's self-insured property and casualty insurance program.

In making your proposal, please provide information in as much detail as possible regarding your claims operation and claim handling philosophy. The following should be submitted in your proposal:

1. Please describe your claims administration process, including:
 - a) An outline of your claims investigation and compensability determination process.
 - b) Your policy on handling suspicious/fraudulent claims and your denial process.
 - c) Your corporate philosophy about direct personal contact with the injured workers and how often you feel this is appropriate.
 - d) Your approach to both medical and vocational rehabilitation, including the extent to which such services would be provided by your own staff or contracted to others.
 - e) A description of how you control medical costs, including administration of the fee schedule, how you deal with billing over-charges, determination of unnecessary treatment, utilization reviews, medical treatment plans, etc.
 - f) A description of how your company works with medical providers, vocational specialists and client personnel to implement a modified duty return-to-work program. Please include a list of providers with whom you have a current relationship.
 - g) Your company's subrogation philosophy and your process for pursuing third party or second injury fund recovery.
 - h) Your company's process for selecting attorneys, independent medical evaluators, vocational counselors, field investigators and other consultants. Please include a pre-identified list of providers with whom you have developed a relationship.
 - i) Process used for reporting to an excess carrier.
 - j) Describe how your company deals with litigated workers' compensation claims.
 - k) Describe your claims handling quality assurance control procedures.

- l) Describe your preferred claims payment process. Do you require an advance from your clients for workers' compensation payments?

2. List your claims offices or facilities in Florida and the number of employees at these locations.
3. How long has your company been in the workers' compensation claims administration business?
4. Describe your typical claim case load per examiner and supervisor to examiner rate.
5. What is your reserving philosophy? How and when do you contact the client when setting initial reserves or changing reserves?
6. Describe your capability to provide a facility within Lake Worth in which initial interviews are conducted for City employees seeking to file a workers' compensation claim and capability of vendor to provide claim filing assistance to a worker who is hospitalized or otherwise unable to physically appear to file a claim.
7. Information Management System:
 - a) Discuss your capabilities to provide electronic information transfers to Lake Worth's electronic database.
 - b) Describe ability for the City to access your information system through modem or other connection, including hardware and software requirements.
 - c) Provide a detailed description of your claims information reporting system. Please provide samples of your claim status reports, payment history reports, loss analysis information, graphs, etc.

The proposal need not necessarily be limited to the above. Please feel free to elaborate as you deem fit in order to provide us with as much information as possible so that we may get a clear perception of your firm's approach to claims investigation and management. In order to consider your firm as a service provider, we request the opportunity to visit your claims office and to conduct an informal audit of your claims operation.

8. Fee Schedule

Vendor shall provide a schedule of fees by service category and the cost per unit within each category. Complete form in Section III.

Where a differing level of service is proposed, the Vendor shall provide a description of the service and the proposed fee schedule.

STATEMENT OF QUALIFICATION – Vendor shall provide a summary of the firm’s qualifications to provide workers’ compensation claims administration services including: 1) list of the individuals who would be assigned to work on the account and their qualifications; 2) summary of the firm’s experience in providing workers’ compensation claims administration services; and 3) summary of the firm’s experience in providing these services in Florida.

PERFORMANCE EXPECTATIONS – If the vendor has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor’s non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default.

Submit full details of all terminations for default experienced by the vendor during the past five years; including the other party’s name, address, and telephone number. Present the vendor’s position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the vendor’s proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor.

If the vendor has experienced no such termination for default in the past five years, so declare.

If the vendor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract, during the past five years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

A vendor response which indicates that the requested information will only be provided if and when the vendor is selected as the apparently successful vendor is not acceptable restricting the vendor reasons to include only legal action resulting from terminations for default is not acceptable.

COST REQUIREMENTS – All applicable taxes to be paid by the City must be separately shown.

Attach your proposal for a payment schedule, including proposed retainage. With each date and amount, explain why those particulars were chosen.

SCOPE OF SERVICES – Contractor will administer the City of Lake Worth's workers' compensation claims activities in accordance with the requirements of Florida Statutes and City policy.

The Contractor will:

1. Administer all open claims, all newly filed, and all reopened workers' compensation claims on behalf of the City.
2. Pay workers' compensation claim payments using solely City funds to City employees in accordance with Florida law. Contractor shall have signature authority to the City's workers' compensation checking account for this purpose. The City's Risk Manager must approve checks written in the amount of \$10,000 or more. Twice a month, on the 15th and 30th day of the month, the Contractor shall provide the City with a copy of the check register for the purpose of replenishing and reconciling the account.
3. On the 15th and 30th day of each month, notify the City's Payroll Office of workers' compensation payments being made.
4. Administer claims in a timely, courteous and equitable manner.
5. Utilize effective claims management techniques designed to contain costs, appropriately return employees to work and resolve claims.
6. Conduct field investigations and all customary investigative work when necessary.
7. Maintain open communication with and provide excellent customer service to employees, providers, Department of Financial Services and the City.
8. Initiate Supplemental Benefits Increase reimbursement requests.
9. Coordinate light-duty programs for injured employees during their recovery period.
10. Compile data for and file all notices and reports required by the State of Florida, other pertinent regulators, the State Auditor and the City's excess insurance carrier.
11. Make recommendations to improve claims handling and service.
12. Assist with training appropriate City staff on proper claims handling procedures, as agreed upon between City and Contractor.
13. Contractor may be asked to be available at specified City locations to conduct initial interviews for City employees seeking to file a worker's compensation claim. The Contractor shall conduct the initial interview either in the designated facility, or, where a worker is hospitalized or otherwise unable to physically appear to file a claim, provide direct claim filing assistance to the employee within 24 hours of notification of the injury.
14. Respond to questions and requests, and attend meetings as necessary.
15. Obtain approval from the City's Risk Manager prior to selection and/or use of outside legal representation to assist with litigated claims.
16. Notify the City of proposed or enacted changes in workers' compensation regulatory requirements that may affect the City.
17. Attend meetings as requested.

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TECHNICAL REQUIREMENTS –The Contractor will:

1. Maintain a database and provide claims reports as requested and in a manner compatible with the City's Risk Management Information System (RMIS).
2. Provide year-end loss run reports.
3. Provide summary and analysis of City's claim history (i.e. trends, charts, graphs, etc) by City department and work group as requested.
4. Transfer claims data electronically by the 10th day of each month, following the end of the month being reported, to the City's Risk Management Information System (RMIS) database.

FEE RESPONSE FORM
(include with your proposal)

Type of Service: **Third Party Administrator for Workers' Compensation**

Proposer _____

Address _____

Contact _____ Telephone (____) ____ - ____ FAX (____) ____ - ____

FEE STRUCTURE:

<u>Service Category</u>	<u>Estimated Per Claim Cost</u>	<u>Alternate fee basis</u>
Indemnity claims		
Medical only claims		
Incident reports		
Cost for taking over existing claims		
OSHA 300 Log preparation – <u>OPTIONAL</u>		

Other one time fees, set up costs, etc.		
Other services (please describe)		
Auto Liability		
Auto Physical Damage		
General Liability		
EMT Liability		
Property Claims		

PAYROLL AND LOSS INFORMATION

<u>Code</u>	<u>Classification</u>	
5192	Vend/Coin Machines-Service/Install/Repair Sales & Drivers	123,916.00
5509	Street or Road Maintenance or Beautification & Drivers	298,228.00
7520	Waterworks Operation & Drivers	1,859,013.00
7539	Electric Light or Power Co Noc- All Employees & Drivers	3,685,979.00
7580	Sewage Disposal Plant Operation & Drivers	282,560.00

8380		Automobile Car Wash & Drivers	297,180.00
8810		Clerical Office Employees NOC	5,792,229.00
9015		Buildings- Operation by Owner or Lessee	446,590.00
9060		Club- County, golf, fishing or yacht- clerical	82,645.00
9102		Lawn Maintenance - Commercial or Domestic & Drivers	906,253.00
9402		Street Cleaning & Drivers	131,330.00
9403		Garbage- Ashes, Refuse Collection & Drivers	1,159,642.00
9410		Municipal, Township, County or State Employee NOC	74,200.00
			15,139,765.00

LOSS EXPERIENCE*

<u>Policy Period</u>		<u>Claim Type</u>	<u>Number of Claims/Open</u>
10/01/2009	02/01/2010	Indemnity	2/0
		Medical Only	17/0
		19/0	\$17,528.16
Loss Period Total	19/0	\$17,528.16	\$0.00
02/01/2010	10/01/2010	Indemnity	8/0
		Medical Only	29/0
		Reporting Purposes Only	1/0
		38/0	\$302,233.64
Loss Period Total	38/0	\$302,233.64	\$0.00
10/01/2010	10/01/2011	Bodily Injury	1/0
		Indemnity	6/1
		Liability -Bodily Injury	14/1
		Liability -Damages	1/0
		Liability -Property Damage	43/0
		Medical Only	36/0
		Reporting Purposes Only	3/0

		104/2	\$303,544.57
Loss Period Total	104/2	\$282,261.93	\$21,282.64
10/01/2011	10/01/2012	Indemnity	3/0
		Liability -Bodily Injury	11/0
		Liability -Damages	2/0
		Liability -Property Damage	25/0
		Medical Only	25/0
		Reporting Purposes Only	6/0
		72/0	\$99,301.33
Loss Period Total	72/0	\$99,301.33	\$0.00
Loss Period From	Loss Period Thru	Claim Type	Number of Claims/Open
10/01/2012	10/01/2013	Indemnity	3/1
		Liability -Bodily Injury	15/1
		Liability -Property Damage	6/1
		Medical Only	15/0
		NA	0/0
		NA	0/0

		Reporting Purposes Only	3/0
		42/3	\$121,188.76
Loss Period Total	42/3	\$88,694.16	\$32,494.60
10/01/2013	10/01/2014	Indemnity	5/2
		Liability -Bodily Injury	13/8
		Liability -Damages	2/0
		Liability -Property Damage	17/4
		Medical Only	20/0
		Medical Only - Complex	2/0
		NA	0/0
		Reporting Purposes Only	1/0
		60/14	\$313,557.04
Loss Period Total	60/14	\$203,891.91	\$109,665.13
10/01/2014	10/01/2015	Building	1/0
		Indemnity	6/3
		Liability -Bodily Injury	10/6
		Liability -Damages	3/1
		Liability -Property Damage	15/10

Loss Period From	Loss Period Thru	Claim Type	Number of Claims/Open
		Medical Only	13/8
		Medical Only - Complex	2/1
		NA	0/0
		Physical Damage -Collision	1/0
		Personal Property	2/0
		Reporting Purposes Only	6/0
		59/29	\$107,239.91
Loss Period Total	59/29	\$43,863.13	\$63,376.78

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected firm.

END OF SCOPE OF SERVICES

EXHIBIT "B"

**Worker's Compensation/Property/Casualty
Third Party Claims Administration Service
RFP #15-204**

REGISTRATION FORM

Proposers should complete and return this form to the Finance Office prior **3:00 P.M. EST, August 7, 2015** in order to receive any addenda(s) issued for this RFP.

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (_____) _____ Fax (_____) _____

E-Mail Address: _____

Preferred Method of Receipt: Fax E-Mail

EXHIBIT "C"

PROPOSER INFORMATION PAGE

RFP # 15-204

Company Name: _____

Authorized
Signature: _____
Signature Print Name

Title: _____

Physical
Address: _____
Street

City State Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Web Site (if applicable): _____

Federal Identification Number: _____

This is a requirement of every Proposer.

RFP #15-204

EXHIBIT "D"

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

RFP #15-204
EXHIBIT "E"
REFERENCES

List below or on an attached sheet similar references per RFP requirements for providing Worker's Compensation/Property/Casualty Third Party Claims Administration services: Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past three (3) years** provided services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____) _____ Fax: (____) _____

Contact Person Name: _____ Title: _____

Description of services: _____
_____.

#2 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____) _____ Fax: (____) _____

Contact Person Name: _____ Title: _____

Description of services: _____
_____.

#3 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____) _____ Fax: (____) _____

Contact Person Name: _____ Title: _____

Description of services: _____
_____.