



CITY OF DULUTH
PURCHASING DIVISION
Room 100 City Hall
411 West First Street
Duluth, Minnesota 55802-1199
218/730-5340 218/730-5922 FAX

October 26, 2010

REQUEST FOR PROPOSAL
10-36DS
Workman's Compensation Provider

Please provide the City of Duluth with a proposal for **Workman's Compensation** per the attached description, requirements and goals.

Please mark your proposal with the above number and title on the outside of the envelope and return to: City of Duluth, Purchasing, Room 100, 411 West 1st Street, Duluth, MN 55802 by **2 PM Monday, November 15, 2010.**

All proposals will be acknowledged aloud in room 106A of City Hall. Proposals will be reviewed by committee according to established criteria.

The City of Duluth reserves the right to reject all proposals, to select more than one to give presentations if so desired by the City of Duluth, or to select the best one and enter into further negotiations with the vendor.

RFP information can be obtained by calling Purchasing.

Contact: Dennis Sears (218) 730-5003
Purchasing Agent
dsears@duluthmn.gov

Thank you.

**REQUEST FOR PROPOSAL (RFP) FOR WORKERS' COMPENSATION
THIRD PARTY CLAIMS ADMINISTRATION SERVICES**

1 GENERAL REQUIREMENTS

1.1 PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified individuals and firms interested in providing Workers' Compensation Third Party Claims Administration Services.

1.2 SCHEDULE OF ACTIVITIES:

DATE	ACTIVITY
November 1, 2010	Close of written <i>Requests for Additional Information</i> by bidders
November 5, 2010	Written responses to <i>Requests for Additional Information</i> sent to all
November 15, 2010	Request for Proposal is due by 5:00 p.m. CST
Nov. 19, 2010*	Conduct Interviews with Finalists
December 7, 2010*	Notify selected Third Party Administrator
*The above dates are target dates and may change.	

1.3 GENERAL

The City of Duluth (the City) desires to enter into a one-year contract with four (4) one-year renewal options for Third Party Claims Administration (TPA) Services. Each option is exercisable at the sole discretion of the City of Duluth.

1.4 DUE DATE FOR PROPOSALS:

Proposals must be submitted in a sealed envelope at the purchasing office. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Purchasing Department, November 15, 2010 by the closing date and time. Delivery of the proposals is the sole responsibility of the Presenter. Any proposal received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted in 10 copies, one of which must be an original and so marked. The proposals must be in sealed envelopes and marked in bold letters "RFP Third Party Claims Administration Services".

1.5 PROPOSALS MUST BE VALID TO :

All proposals submitted must be valid until March 1, 2011 at a minimum. If the evaluation/approval process extends beyond this date the City will ask the Proposer to verify that his proposal is valid prior to an award being made.

1.6 REFERENCES:

Each Presenter shall submit a list of five (5) references for companies where they have provided a similar service within the last three years; this list shall include a point of contact (POC) and a telephone number where the POC can be contacted. This list shall also include the dates for which the Presenter provided the service.

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1.7 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below.

Monte Giddings: mgiddings@cbiz.com

Any oral responses to any question shall be unofficial and not binding on the City. An Addendum to this RFP providing the City's official response will be issued if necessary to all known prospective bidders. Questions must be submitted no later than 5:00 p.m. CST on November 1, 2010.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

1.8 REJECTION OF PROPOSALS:

The City reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

1.9 WITHDRAWAL OF PROPOSALS:

Any Presenter may withdraw his proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety days after the scheduled closing time for the receipt of proposals.

1.10 ALTERATION OF SOLICITATION:

The wording of the City's solicitation may not be changed or altered in any manner. Presenters taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City, whose decision will be final.

1.11 RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE (CITY OF DULUTH OWNERSHIP)

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by proposer in the performance of its obligations under this contract shall be the exclusive property of the City and all such materials shall be delivered to the City by the proposer upon completion, termination or cancellation of this contract. Proposer may, at its own expense, keep copies of all its writing for its personal files. Proposer shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of proposer's obligations under this contract without prior written consent of the City; provided, however, that the proposer shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

1.12 RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of the City of Duluth. Any person may review proposals after the "Notice of Intent to Award" letter has been issued, subject to the terms of this solicitation.

1.13 INCURRING COSTS:

The City shall not be obligated or be liable for any cost incurred by Presenters prior to issuance of a

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Contract. All costs to prepare and submit a response to this solicitation shall be borne by the Presenter.

1.14 CONTRACT DOCUMENTS:

The final Contract between the City of Duluth and the Presenter will include by reference:

- Presenter's Proposal
- The Specifications contained in this RFP

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the Contract in any manner.

1.15 FUNDS:

Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Duluth.

1.16 TAX EXEMPTION:

The City of Duluth is funded by public monies and as such has been approved by the State of Minnesota for sales/use tax-exempt status. The Minnesota tax identification number and certificate is available upon request by the successful Presenter.

1.17 COLLUSION CLAUSE:

Any agreement or collusion among Presenters and prospective Presenters to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such Presenters void.

1.18 APPLICABLE LAW:

The proposal and Contract shall be governed in all respects by the ordinances of The City of Duluth and the laws of the State of Minnesota, and any litigation with respect thereto shall be brought in the courts in the State of Minnesota.

1.19 RESPONSIBILITY:

The City reserves the right to require the apparent successful vendors to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar Contracts prior. The award of the Contract will be contingent upon providing acceptable proof and record of performance. *This information will become a part of the contents of the file and hence public record unless the Presenter indicates this material confidential and request this information be returned at the expense of the Presenter. This applies only to matters of financial reporting.*

1.20 TERMINATION FOR DEFAULT

If, through any cause, the firm shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the firm shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract for cause by giving written notice to the firm of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the firm under this contract shall, at the option of the City, become its

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property, and the firm shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The firm shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding above, the firm shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the contract by the firm, and the City may withhold any payment to the firm for the purpose of mitigating its damages until such time as the exact amount of damages due the City from the firm is determined.

If after such termination it is determined, for any reason the firm was not in default, or that the firm's action/inaction was excusable, such termination shall be treated as a termination for convenience, as described herein.

1.21 TERMINATION FOR CONVENIENCE:

The performance of work under this Contract may be terminated by the City in whole or in part, whenever City Administration will determine that such termination is in the best interest of the City. Any such termination will be affected by delivery to the Presenter of a letter of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the Presenter will:

- Stop work on the Contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Contract not terminated.
- Complete on schedule such part of the work as will not be terminated by termination letter.

1.22 AUDITING OF INVOICES:

Invoices are subject to audit for a period of one year after the expiration date of the final year of the Contract. If during the audit it is revealed that the Presenter charged the City a price higher than the proposed price, the Presenter will reimburse the City the amount of the overcharge.

1.23 ASSIGNMENT:

Firm shall not assign the Contract, subcontract it, or sublet it as a whole without the prior written consent of the City. Assignment, subcontracting, or subletting without such consent will in no way relieve the Firm of any of its obligations under this Contract unless specifically stated by the City of in its consent.

1.24 NONDISCRIMINATION IN EMPLOYMENT:

In connection with the furnishing of supplies or performance of work under this Contract, the Firm agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.

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2 BACKGROUND INFORMATION

2.1 BACKGROUND:

The City of Duluth has been self-insured on its workers' compensation since February, 1979. The City currently has over 850 full-time employees, but issues over 1500 W-2's annually.

WEBSITE ADDRESS FOR RESEARCH: www.duluthmn.gov.

3 TECHNICAL REQUIREMENTS

All RFP responses must include responses or statements that address the information in this section.

3.1 CITY OF DULUTH'S RESPONSIBILITIES:

The City of Duluth will provide the TPA detailed information related to each new claim and additional information as necessary throughout the life of a claim.

City Departments report claims to the Human Resources Department by phone, fax or electronic mail. All "First Report of Injury Forms" are completed by the injured employee's supervisor and initially sent to the TPA and Human Resources within 24 hours of their occurrence. The supervisor will provide information about the claim to the TPA, and the Human Resources Department will facilitate communication as needed. The Human Resources Department participates in choices of medical care providers. The City of Duluth will assist the TPA and give general direction as appropriate in the investigation of a claim and making City personnel available for assistance and for interviews.

The City of Duluth will give the TPA settlement authority on a claim-by-claim basis. At this time there is no independent settlement authority granted to the TPA. This may change at a later date.

Enclosed, as Attachment A, is a brief summary of Workers' Compensation claims history to give presenters a general idea of the scope of work. There are no guarantees future claims will be similar to the past. However, if significant changes in the City's operations are made, a change in fee may be negotiated at the initiation of either party.

3.2 FIRM'S RESPONSIBILITIES:

The firm shall aggressively manage all claims presented to them by the City according to the professional standards of the firm. A copy of those standards must accompany the proposal.

The firm shall also communicate on settlement recommendations to the City, as appropriate, and act promptly on necessary adjudication.

The firm shall make recommendations concerning the claims program of the City.

The firm shall automatically notify the City of reserve changes in excess of \$5,000.

The Administrator will be involved in the claims review meetings and from time to time in the adjudication of individual claims. It is expected that the TPA will cooperate fully with directions given by the Administrator on the City of Duluth's behalf.

It is expected that the firm will proactively search for claim trends and notify the City as they appear.

The City would not expect a unit dedicated strictly to our account. However, we do expect to have an

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individual within the firm be designated as the adjuster for claims involving indemnity or "lost time" for our account. The purpose of this request is to make sure the Third Party Administrator chosen will dedicate a specific contact to our account in order to enhance communications and make the claims process more convenient for the City.

3.3 SCOPE OF SERVICE

The services to be provided will include, but not be limited to, the following:

Review and process all workers' compensation claims in accordance with the requirements of the Division of Workers' Compensation and the State's workers' compensation law, including determination of compensability of reported injuries and illnesses.

Determine eligibility for and authorize payment of medical benefits, as well as compensation for temporary and permanent disability, utilizing any medical sources or advisory boards, as may be deemed necessary and desirable.

Develop and maintain adequate claim reserves and provide continuous review of same to reflect changes.

Note: The reserving formulas and practices are subject to review and approval of the City.

Maintain a complete claim file for each reported accident and injury that shall be available for review by the City at any time.

Electronically file all reports (including the quarterly timeliness report), forms and documents as required by the Minnesota Division of Workers' Compensation and other self-insurance regulatory agencies.

Coordinate investigations of litigated claims with attorneys approved by the City and, where appropriate, with adjusters and attorneys of the excess insurance carrier.

With approval of the City, arrange for independent investigators or IME's or other experts to the extent deemed necessary in connection with processing the qualified claim or loss.

Monitor the treatment programs recommended for employees by physicians, specialists and other health care providers by reviewing all reports prepared by them and maintaining such contact with these providers as may be appropriate.

Provide narrative or analytical reports of major litigated cases whenever requested by the City.

Assist the City in the analysis of claims to prevent similar occurrences, providing periodic reports identifying trends and major developments.

In cooperation with any managed care firm(s) the City may contract, provide monitoring of treatment programs recommended for employees by physicians or specialist by reviewing all reports prepared by treating physicians and by maintaining contact with medical case managers or treating physicians as may be appropriate.

Submit monthly claim and expense summary reports in a manner and format mutually agreed upon by the City and the successful respondent.

Issue payments on all claims.

Investigate and discuss with the City any subrogation possibilities.

Be fully qualified and competent with proper license, knowledge, experience and personnel.

Adjusters to be available for visits to the City prior to beginning date and as required thereafter.

The City reserves the right to approve or change the adjuster assigned to service this account

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for the duration of the contract.

City reserves the right to audit and approve office practices pertaining to this account.

Mail or phone contact with all lost time injured workers, the medical provider and the WC Coordinator within three (3) working days of the claim.

Conduct documented file reviews by the claim supervisor every three months (or more frequent) on all lost time files over \$15,000.

Close all files within sixty (60) days of last activity if appropriate.

Provide telephone or written responses to employee's and WC Coordinators inquiries within 24 hours of receipt.

Provide annually a SAS 70 Type II report to the City of Duluth as requested by the City's auditors.

3.4 VENDOR INFORMATION:

Provide information about your firm to include:

Name, address, phone and fax number(s) and email address of firm

Name and title of primary contact person

Date firm established

Proposed adjuster and service team including titles and responsibilities

Resume on each assigned adjuster and other service team members

Include latest annual report if public company

Describe your firm's expertise with public entities nationally (if applicable), locally and within the proposed team.

List names, addresses and phone numbers of five public entity clients or private companies with similar profiles to be used as references. If the firm does not have five public entity clients, fill in with others as needed.

Describe significant results achieved or extraordinary service given to two clients of the proposed team.

How do you propose to participate in claims reviews?

How do you propose to handle banking/funding arrangements?

Do you offer 800 and/or on-line reporting? If so, what would be the charges?

Would you maintain claims files in a format that can be turned over the City in the event that services or service agreement is terminated for some reason?

What administrative procedures will need to be established before the effective date?

Do you offer managed care services? If so, what services are provided and by whom?

Do you make all necessary excess insurer notifications if City were to acquire excess coverage?

What risk management information system do you use and what kind of remote access is available?

What standard reports are available and what are the ad-hoc reporting capabilities of the information system?

Who owns the data and the claim files?

How would your firm propose to handle a catastrophic event?

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How does your firm charge for outside investigation (i.e. per claim, per services rendered, hourly rate)?

Does your firm bill for miscellaneous costs such as postage, courier services, and long distance telephone? It is expected that such charges would be part of the overhead of the firm and not charged separately.

What do you consider normal caseloads for your adjusters by line? Would you be willing to guarantee caseloads would stay under certain amounts, and if so, what would those amounts be?

What else differentiates your firm?

How should the City evaluate your performance?

Has your firm had a SAS 70 Type II Report completed? If so, when was the last SAS 70 Type II report done?

3.5 CLIENT SERVICE:

Discuss the current workloads of the proposed team and how the addition of the City of Duluth as a client would be absorbed

Can claims be reported 24/7?

3.6 CONFIDENTIALITY:

All data provided by the City is "Confidential and Proprietary Information". The duplication, use, or disclosure of any such Confidential and Proprietary Information (other than to its own employee or agent who must have such information for the performance of the Contractual duties) is not permitted, unless authorized in writing by the City.

3.7 INVOICING:

The firm will invoice one-twelfth of the annual fee on a monthly basis.

3.8 FEES/PRICING:

The firm's proposed fees should be presented on both a per-claim basis and a flat annual charge. The firm on which method they believe is in the best interests of the City of Duluth should then make a recommendation. With respect to the per-claim proposal, the firm is encouraged to offer a "not to exceed" cap.

The proposed fees should be given on both a "life of claim" and "life of contract" basis.

If the City would be interested in hiring your firm to manage the claims runoff, how would you propose to charge for that service?

The proposal of additional services is welcome. However, those services should be described adequately and any additional cost clearly specified and **not** included in this proposal format.

Discuss whether the above quoted fees would be locked in beyond one year in the event the City of Duluth would exercise its option to extend beyond one year.

4 SUBMISSION OF PROPOSAL

4.1 TRANSMITTAL LETTER:

All Presenters must submit a transmittal letter prepared on the vendor's letterhead. An individual who is authorized to bind this firm to all statements, services, and prices contained in the proposal for both

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the primary and sub firms must sign the letter. In addition, a letter from any sub-vendor to be used in the service should be included. This letter must be signed by an individual who is authorized to bind the firm and should give a brief description of the work they are to perform.

4.2 FORMAT OF PROPOSAL:

All proposals must address the questions and issues that are included in Section 3 of this RFP.

Additional information can be included; however, all proposals are to be limited to no more than 35 pages with a minimum font size of 12.

In addition to the 35 pages allowed, proposal should include a copy of your standard service agreement.

4.3 SELECTION AND AWARD

Prior to making any award, City representatives may visit the serving offices of respondents to inspect facilities, review established procedures and meet personnel.

The City reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion.

5 EVALUATION CRITERIA

Evaluation will be based on all elements of response to proposal criteria.

Proposal Evaluation

It is the purpose of this request for proposal to obtain data as complete as possible from each respondent that will enable the City to determine which prospective firm is best able to serve all the criteria which are to be considered in the award of this contract. Evaluation of the respondents qualifying as finalists will be based on the following criteria:

- 30 Points Quality experience in claims administration – verified by a check of references.
- 20 Points Staff expertise – preference will be given to firms with staff possessing strong technical “hands on” skills and experience.
- 15 Points Demonstrated ability and desire to deliver the requirements set out in the “Scope of Services” section of this RFP
- 5 Points Quality of the proposal
- 30 Points Annual Cost

Failure of the Presenter to provide in his/her proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

During the evaluation process, discussions may be conducted with Presenters who submit proposals determined to be reasonably susceptible of being selected for award. It will be the recommendation of the evaluation committee if discussions for clarification are needed.

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The objective of the evaluation committee will be to recommend the Presenters whose proposal is most responsive to the City's needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response.

As part of the evaluation process, Presenters may be asked to make oral presentations or to make their facilities available for a site inspection by the evaluation committee. Such presentations and/or site visits will be at the Presenter's expense.

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Attachment

Claims Experience

City of Duluth Workers' Compensation Claims

as of 9/3/10

	2006/7	2007/8	2008/9	2009/10	2010/11
Total No. of Claims	164	110	122	100	64
Open Claims	2	0	1	3	16
Total Med Only Claims	147	103	110	87	60
Total with 0 paid	47	14	18	18	6
Total Indemnity Claims	17	7	12	13	4
Total Paid To-Date	293,765	212,202	181,591	128,646	43,652
Outstanding Reserve	50,726	(459)	2,309	39,995	45,464
Total Incurred	344,491	211,743	183,901	168,640	89,115