



LEGAL NOTICE

**REQUEST FOR PROPOSAL
SEALED PROPOSAL 11-093**

For

Third Party Claims Administrator

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Third Party Claims Administrator**. The County, with the consent of the vendor, shall have the option for four (4) one year extensions under the same terms and conditions. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies

PROPOSAL INSTRUCTIONS

One original and two (2) signed copies of the proposal must be received in a sealed envelope plainly marked "**Sealed Proposal 11-093 for Third Party Claims Administrator**" with the date and time the proposal is due in the lower left corner of the envelope.

An authorized representative of the company/person submitting the proposal must sign in blue ink.

Proposals must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to **3/31/2011 at 10:00 AM**.

St. Charles County reserves the right to accept and/or reject any and all proposals.

PROPOSAL INQUIRIES

All questions or clarifications concerning this Request for Proposal must be submitted in writing via E-mail (preferred), mail or fax to:

Rick Hooker, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second Street
St. Charles, Missouri 63301
Fax: (636)949-7589
purchasing@sccmo.org

- The RFP number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **03/25/2011**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County's website www.sccmo.org/businesses/. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled "Bid Inquiries", concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County.

Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all proposals or parts of a proposal and waive technicalities, and to adjust quantities.
- All proposals will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of proposal opening.
- All delivery costs or charges must be included in the F.O.B. destination proposal price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The electronic version of this proposal/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this proposal/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the proposal must sign all proposals, in blue ink.
- Vendors must submit two [2] signed copies of their proposal; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the proposal.
- St. Charles County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "Void" and will not be opened.
- The successful proposer is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.

- All proposers must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible proposer, or to the offeror whose proposal is most advantageous to the County, price and other factors considered. When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the proposer qualifies his proposal by specific limitations. The proposal can be on an "all or none" basis if wording in the proposal so states and if all items solicited are included in the proposal.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

Employment of Unauthorized Aliens Prohibited (*Missouri Revised Statutes Section 285.530*)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the E-Verify

Memorandum of Understanding, completed online and electronically signed by the Contractor, and the Department of Homeland Security - Verification Division
The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

OPEN RECORDS

Any and all information contained in or submitted with the proposal becomes a public record subject to the Missouri Sunshine Law when a contract is executed or all proposals are rejected. If Proposer believes that any information contained in or submitted with the proposal is protected by the Missouri Sunshine Law, Proposer must clearly identify what information Proposer believes is so protected and must also clearly identify the legal basis therefor.

REQUEST FOR PROPOSALS

INTRODUCTION

Saint Charles County Government (The County) is seeking proposals for Third Party Claims Administrators from qualified vendors to provide services for their self-insured Workers Compensation and Auto/General liability programs. The County is interested in entering into a one year Agreement with the option to renew for an additional four (4) annual one year terms based on the mutual agreement of the Party's. The Agreement would take effect on May 1st which coincides with our Property/Casualty insurance policy year.

Currently the County has a worker's compensation SIR of \$400,000 with \$100,000 retention for automobile/general liability matters. Total reported WC cases average 75 per year; 15 disabling and 60 medical only. Total workers compensation payments (Indemnity, Medical and expense) approximate \$265,000 annually. Auto/GL average 10-15 annually with expenditures averaging \$100,000.

Employment totals approximately 1,000 employees with an annual payroll of \$45 million. The fleet consists of 350 vehicles plus an additional number of varying pieces of contractor's equipment such as backhoes, sweepers, brush hogs, etc. Operations include a general aviation airport, adult and juvenile detention facilities and approximately 3,000 acres of parkland. The County does not have either fire, ambulance or refuse operations.

In-house counsel is responsible for the defense of all formal workers compensation and all other litigated matters.

SCOPE OF SERVICES

- File all reports, forms and documents as required by the Missouri Division of Workers' Compensation. Maintain appropriate loss data for annual self-insurance filings with State regulatory agencies.
- Set appropriate reserve levels for all reported injuries/cases and periodically review these reserves to ensure they reflect the current exposure to the County.
- Provide quarterly Loss & Reserve statements.
- In consultation with the County's designated representative(s) coordinate specialist treatments, IME's independent investigators, expert witnesses, etc. Follow up for timely receipt of reports from the "outside" provider.
- Insure timely and accurate benefit payments to qualified injured employees as required by law.
- Approve, re-price and pay all eligible medical, surgical, hospital, physical therapy, pharmacy billings for authorized treatments. Process and pay approved expenses for depositions, court reporters, expert witness fees and settlements.

Do you outsource the re-pricing function? If you do, who performs this function for

you? What is the average turn- around time?

- Pursue subrogation possibilities when appropriate.
- Act as the liaison, as necessary, between the County and their excess insurance carriers in reporting and updating claims activity. Coordinate the reimbursement from carriers for expenditures exceeding the County’s retention levels for all coverage.
- The MMSEA of 2007 considers the County to be a qualified Responsible Reporting Entity. The selected vendor must agree to act as the County’s “Agent” with regard to all reporting requirements mandated by the Act.
- Provide periodic narrative reports on selected claims as requested by the County. Meet with County representatives, as necessary, to review outstanding files, discuss reserving, and develop strategies to conclude the file.
- The selected vendor must agree to take over and handle to conclusion all claims, both reported and IBNR, as of the commencement date of the Agreement.

VENDOR INFORMATION

Provide the name, address and contact information for the office that you propose to service this account. If this is a Division or Subsidiary, provide information regarding the Parent organization also. Vendor must meet the approval of excess carriers and Div. of Workers Compensation.

List three (3) representative clients, preferably self insured public entities, currently served by the office you propose to service the County, including contact information for a person we may contact.

Please indicate how your claim department is organized. Will you agree to assign a dedicated adjuster to the account? Provide a narrative of their experience along with other personnel assigned to the account.

What is your company philosophy regarding adjuster caseloads for the various lines of coverage?

Do you have an on-line claims system? Is it accessible to the County?

Provide a copy of your proposed Service Agreement.

COMPENSATION

The County is desirous of entering into a one year agreement, with the option to renew for an additional four (4) years, on an annual basis. Indicate your charge(s) for the initial 12 month period and yearly fee, or not to exceed percentage increase, for the ensuing years. We would prefer to receive proposals based on both a per-claim and flat annual charge basis. If different, what would the cost be of handling the open and/or unreported claims?

PRICING PROPOSAL

First Year \$ _____

Second Year \$ _____ or not to exceed percentage _____ %

Third Year \$ _____ or not to exceed percentage _____ %

Fourth Year \$ _____ or not to exceed percentage _____ %

Fifth Year \$ _____ or not to exceed percentage _____ %

ALTERNATE PRICING PROPOSAL

Fee Per claim \$ _____

Proposal Response submitted by:

Name of Company or individual

Exception Sheet

If the item(s) and/or services proposed in the response to this proposal is in any way different from that contained in this proposal or proposal, the proposer is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the proposer's offer is in total compliance with all aspects of the proposal or proposal.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

Proposal Response submitted by:

Name of Company or individual

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE PROPOSAL

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all proposal terms and conditions)

Date: _____

Proposal Response submitted by:

Name of Company or individual

AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date