

EMERALD COAST UTILITIES AUTHORITY

REQUEST FOR PROPOSALS FOR WORKERS' COMPENSATION INSURANCE AND THIRD PARTY ADMINISTRATOR SERVICES FOR WORKERS' COMPENSATION LEGACY CLAIMS

RFP# 2019-11

**PROPOSALS DUE:
2:00 P.M., CENTRAL TIME
TUESDAY, MARCH 12, 2019**

TABLE OF CONTENTS

Subject	Page No.
Legal Advertisement	3
Information and Instructions to Proposers	5
Scope of Services Workers' Compensation Insurance & Third Party Administrator Services for Workers' Compensation Legacy Claims	18
Risk Management Policy and Standards	22

Proposal Forms

Available upon Request

Questionnaire

ECUA - Required Forms:

Equal Opportunity Clause

Certification of Nonsegregated Facilities

Drug-Free Workplace Form

Attachments Provided with Proposal Forms:

- ECUA's Workers' Compensation Insurance Claims Loss Report: Period of July 1, 2015 – December 31, 2018
- ECUA's Workers' Compensation Legacy Claims Loss Report: (Self Insured claims occurring prior to July 01, 2015 with 300k retention & excess coverage provider)
- ECUA's Current Workers' Compensation Insurance Information Page
- ECUA Payroll Classification – 6 years provided

LEGAL ADVERTISEMENT

Sealed proposals for RFP 2019-11, Workers' Compensation Insurance and Third Party Administrator Services for Workers' Compensation Legacy Claims, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Manager, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m., local Central time, March 12, 2019, at which time bids submitted will be publicly opened and read. Specifications and information may be obtained from ECUA, Purchasing and Stores Manager (850-969-3350), or via email at amy.williamson@ecua.fl.gov, or on the web at www.ecua.fl.gov. Proposals received after 2:00 p.m., local Central Time, March 12, 2019, will be returned unopened. ECUA reserves the right to reject any or all bids and re-advertise.

Proposed Advertising Date 02/07/2019

**Emerald Coast Utilities Authority
Purchasing Division
9255 Sturdevant Street
Pensacola, Florida 32514
850-969-3350**

STATEMENT OF NO PROPOSAL

If you **do not** intend to make a proposal for this service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Emerald Coast Utilities Authority Vendors' list for this commodity/service.

We the undersigned have declined to make a proposal on requested service **RFP No. 2019-11** for the following reasons:

- _____ Specifications too "tight," i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Request for Proposals.
- _____ We do not offer this service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks:

Company Name: _____

Signature: _____

Telephone: _____ Date: _____

NOTE: Statement of No Proposal may be faxed to the Purchasing Division (850-969-3384), or emailed to amy.williamson@ecua.fl.gov

INFORMATION AND INSTRUCTIONS

Emerald Coast Utilities Authority

RFP# 2019-11

REQUEST FOR PROPOSALS WORKERS' COMPENSATION INSURANCE AND THIRD PARTY ADMINISTRATOR SERVICES FOR WORKERS' COMPENSATION LEGACY CLAIMS

The Emerald Coast Utilities Authority (ECUA) requests qualified insurance companies, and /or brokers to submit proposals for workers' compensation insurance. Proposed plans shall be in compliance with Florida workers' compensation law.

Additionally, the ECUA is seeking a Third Party Administrator (TPA) for claims administration of its active self-insured workers' compensation claims. Proposal submissions should include the takeover of claims administration for approximately twenty (20) active workers' compensation claims which occurred under ECUA's previous self-insured program (hereinafter referred to as "legacy claims").

The proposals submitted should encompass both the Workers' Compensation Insurance and TPA solution for ECUA's 20 legacy claims.

ECUA requires full and total transparency with its vendor relationships. Therefore, any commission, service fee or other form of remuneration paid to any agent, broker, lobbyist or third party in connection with these services must be disclosed through proposal submissions and throughout the term of the contract.

Proposers must identify all subcontractors who will provide any service described in this RFP. The fees paid by ECUA must be the only remuneration received by the proposer for services provided to ECUA. Proposers must receive no revenue for these services from subcontractors.

PROFILE OF EMERALD COAST UTILITIES AUTHORITY

The ECUA is headquartered in Pensacola, Florida and was established October 1, 1981 by the Florida Legislature as an independent Special District of the State of Florida. ECUA currently has approximately 635 authorized positions and is in the business of providing potable water, wastewater, solid waste collection, and recyclables collection services in Escambia County, Florida, as well as solid waste and recyclables collection services in portions of Santa Rosa County, Florida.

BACKGROUND – ECUA's WORKERS' COMPENSATION PROGRAM

ECUA operated as an approved self-insurer for workers' compensation for over fifteen years prior to July 2015 and partnered with TPAs to manage its self-insured workers' compensation claims. ECUA has approximately 20 open legacy claims, which were part of the self-insured period. Those legacy claims are covered by excess coverage with a \$300,000 retention through Florida Municipal Insurance Trust, with claims administration by Preferred Governmental Claims Services (PGCS).

The ECUA currently purchases Workers Compensation Insurance through Preferred Governmental Insurance Trust (PGIT) with a \$10,000 per claim deductible. PGCS manages the

claims administration for the PGIT claims. ECUA has a contractual agreement with PGCS for third-party claims administration services on a fee for service basis for ECUA's legacy claims. These services include medical management, three-point contact (other than Medical Only claims), legal representation, investigations, claim file review, strategic plans of action, subrogation recovery, reporting to CMS, storage of closed claims, and a risk management information system.

The selected TPA is expected to deliver objective and measureable results in which the cost and duration of the 20 workers' compensation legacy claims are reduced, claims administration services are provided in a timely and professional manner, and strong communications are maintained with the injured worker and ECUA human resources staff.

PROPOSAL DUE DATE

Proposals must be received by 2:00 p.m., local Central Time, on Tuesday, March 12, 2019, at which time proposals will be publicly opened in the Finance Conference Room (#2202) at the ECUA's headquarters, 9255 Sturdevant Street (Ellyson Industrial Park), Pensacola, Florida.

Complete proposals (including completion of Proposal Forms, submission of sample policies, etc.) are to be delivered in one (1) paper original and three (3) paper copies (a total of four) along with one (1) CD-ROM or USB flash drive of the complete proposal. The CD-ROM or USB flash drive must contain your proposal in Microsoft Word or Adobe PDF, and all proposal attachments in the appropriate format, Microsoft Word, Microsoft Excel, and/or Adobe PDF.

Proposals shall be sealed and marked "Proposal for Workers' Compensation Insurance and Third Party Administrative Services for Workers' Compensation Legacy Claims - RFP# 2019-11". If proposals are mailed, it is suggested that proposers request the delivering agency to provide a record of their delivery. Proposals received after the established deadline will not be considered. EMAILED OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

Proposals shall be valid for ninety (90) days from the due date and should be mailed to:

Purchasing and Stores Manager
Emerald Coast Utilities Authority
P. O. Box 17089
Pensacola, Florida 32522-7089

OR

Delivered to:

ECUA's Purchasing and Stores Manager
9255 Sturdevant Street (Ellyson Industrial Park)
2nd Floor, Purchasing Office
Pensacola, Florida 32514
(850) 969-3350

Any proposal received after 2:00 p.m. local time (Central Time), March 12, 2019, will not be considered and will be returned unopened.

INFORMATION PROVIDED / REQUESTS FOR ADDITIONAL INFORMATION

This information is provided to facilitate proposals. Much effort was made to provide necessary and accurate information when this RFP was prepared, but ECUA is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to ensure they have all information necessary for submission of their proposals.

Requests for additional information or clarifications must be made in writing no later than 5:00 p.m. Central Time, March 5, 2019. The request must contain the proposer's name, address, phone number, and email address.

All questions concerning this RFP must be submitted, in writing, to:

Amy Williamson, Senior Purchasing Agent Email: amy.williamson@ecua.fl.gov

The ECUA will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

PROPOSAL FORMS PACKAGE

The proposal forms, loss reports, payroll classifications and current declaration page are available upon request. If you are an interested proposer, contact Amy Williamson, Senior Purchasing Agent at amy.williamson@ecua.fl.gov to request the Proposal Forms which includes the loss data report, payroll classifications, and current declaration page, as an attachment.

NOTIFICATION AND DISSEMINATION

Legal advertisement of this Request for Proposals will be published in the Escambia Sun Press, providing notice to interested parties.

The ECUA's Purchasing Division will disseminate the RFP. To request a copy of the RFP and Proposal Summary forms, please email amy.williamson@ecua.fl.gov or visit www.ecua.fl.gov and click on "Bid Opportunities" under the heading "Doing Business with ECUA." Addenda will also be disseminated via ECUA's website.

RFP TRANSMITTAL

Whether this Request for Proposals is transmitted to proposers in one entire package, or in separate components, with or without subsequent addenda, each recipient is responsible for assuring that other parties to whom the document(s) are subsequently transmitted receive all relevant documentation.

For example, no one (primary or secondary recipients) who is expected to respond to the RFP should be without the Table of Contents, the General Information section, the section for the service solicited, and relevant background data.

Also, each primary or secondary recipient should have the Proposal Summary Forms, the Proposal Summary General Information section, and the Proposal Summary Specific Information Questionnaire for each account option being solicited, and proposer references and other forms applicable to all proposers.

A proposer's response based on less information than provided herein, or failure to respond to relevant proposal summary questions, could put the proposer at a competitive disadvantage.

WAIVER/REJECTION OF PROPOSALS

The ECUA reserves the right to waive informalities in any proposal; reject any or all proposals, in whole or in part; re-advertise a request for proposals, in whole or in part; and to accept a proposal that, in its judgment, is the lowest and best proposal of a responsible responder. In accepting a proposal, ECUA may award a contract based only on the base proposal, the base proposal plus alternates, or the base proposal plus any alternates which ECUA selects—with all decisions being made based upon what ECUA believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. ECUA further reserves the right to increase or decrease quantities as may be required to meet the needs of ECUA, at the unit price which was proposed. The ECUA does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status, disability/handicapped status, veteran status, or any other legally protected status in employment or provision of service.

PROPOSAL WITHDRAWAL

No proposal may be withdrawn for a period of ninety (90) days from the opening of the proposals. Prices may not be modified during this period. Proposals may be withdrawn at any point prior to the RFP opening time.

USE OF PROPOSAL FORMS

Proposers should complete the appropriate Proposal Forms included as a separate attachment to this RFP. All blanks on the Proposal Forms should be completed.

Supplemental information may be attached to the Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of your proposal.

NON-CONFIDENTIALITY OF PROPOSALS

ECUA does not warrant the confidentiality of proposals submitted in response to this RFP. All proposals are subject to Florida's public records law. Proposers requiring confidentiality should not submit.

RFP Tabulations/List of Proposers will be posted for review on the ECUA Website, www.ecua.fl.gov on or about March 12, 2019. It will also be posted for review in the Purchasing Section at ECUA, 9255 Sturdevant Street, Ellyson Industrial Park, on or about March 12, 2019, and will remain posted for seventy-two (72) hours, excluding weekends and holidays.

CONTRACT EFFECTIVE DATES

Contracts shall be effective for the dates of October 1, 2019 – September 30, 2020. If mutually agreeable to both parties, the contracts may then be extended for up to two additional one-year periods, with no increase in Florida Workers' Compensation Class Rates.

SAMPLE POLICIES & SERVICE AGREEMENTS

Recognizing that there may be some coverage and service variations among proposers, it is required that sample policies and service agreements be provided with proposals. This will allow for detailed analysis of the terms of coverage and services provided.

TERMINATION, RENEWAL INCREASE NOTICE

The ECUA shall be given at least ninety (90) days written notice of cancellation or nonrenewal of contracts.

If the ECUA shall be required to provide advance notice to the proposer of cancellation or nonrenewal, the required notice should not exceed thirty (30) days.

CONVICTION OF PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

QUOTE ERRORS

The following shall govern the correction of information submitted in a proposal when that information is a determinant of the responsiveness of the proposal:

- A) The Purchasing and Stores Manager prior to award may correct errors in the extension of unit prices, stated in the proposal or in multiplication, division, addition, or subtraction in a proposal. In such cases, the unit prices shall not be changed.

- B) No proposer shall be permitted to correct a proposal mistake after opening the proposals that would cause such proposer to have the lowest proposal, except that any proposer may request that the Purchasing and Stores Manager correct errors in extension of unit prices stated in the proposal, or in multiplication, division, addition, or subtraction. In such cases, unit prices in the proposal shall not be changed.
- C) In the event of a conflict between a written number and numerically listed number, the written number shall control, and the Purchasing and Stores Manager may correct the numeric number so it conforms to written number prior to award.

TAXES

Do not include any tax with your proposal. The Emerald Coast Utilities Authority is exempt from federal, state and local taxes. Tax-exempt number 85-8012640152C-4 applies.

COMPLIANCE WITH SPECIFICATIONS

In order to determine that your proposal complies with specifications, product literature and/or data/information should be included with the proposal. Any deviations from the RFP specifications should be identified separately.

EXECUTION OF CONTRACT

Any action of ECUA in accepting a proposal is subject to and conditioned upon the execution of a written contract between ECUA and the proposer. The following words are used interchangeably throughout this document and have the same meaning and effect: proposer, contractor, vendor, responder, offeror and supplier.

UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded proposer/contractor and Emerald Coast Utilities Authority for any terms and conditions not specifically stated in this RFP.

PROTESTS

Any person whose substantial interests are directly and adversely affected by the award or intended award of a purchase or contract or by plans or specifications contained in an invitation to bid or request for proposals may file a protest in accordance with the following rules and Section 12 of the ECUA Act (Chapter 2001-324, Laws of Florida, as amended).

Notice of protest of plans, specifications or other requirements contained in an invitation to bid or in a request for proposals shall be filed not later than 5:00 p.m. of the third business day following receipt of the plans for specifications. Notice of protest of the rejection of a bid or proposal as non-responsive shall be filed not later than 5:00 p.m. of the third business date following notice to the bidder of the rejection. Notice of protest of the award or intended award of a purchase order or contract to the lowest bidder shown on a posted bid tabulation shall be filed not later than 5:00

p.m. of the third business day following the posting of the bid tabulations. Notice of protest of the award or intended award of a purchase order or contract to a bidder other than the lowest bidder shown on a posted bid tabulation shall be filed not later than 5:00 p.m. of the third business day following notice of the award of a purchase order or contract.

A notice of protest shall be in writing and shall state the subject matter of the protest.

A formal written protest shall be filed within seven (7) business days after the filing of notice of protest. A formal written protest shall state with particularity the facts and the law on which the protest is based.

Notice of protest and formal written protest of plans or specifications for or the award or intended award of a contract shall be filed with the Executive Director or his or her designee.

Failure to file a notice of protest or failure to file a formal written protest within the times permitted shall constitute a waiver of proceedings under these rules and under Section 12 of Chapter 2001-324, Laws of Florida, as amended.

Upon receipt of a notice of protest which has been timely filed, the Executive Director shall stop the bid solicitation or purchase order or contract award process until the protest has been resolved. However, the bid solicitation or purchase order or contract award process may proceed when the Executive Director determines that delay would be detrimental to the interests of ECUA. Any award of a purchase order or contract under such conditions shall be subject to the outcome of the protest. After the award of a contract or purchase order resulting from a bid in which a timely protest was received and in which ECUA did not prevail, ECUA may take such action as it considers appropriate, which may include, but shall not be limited to, award of the contract or purchase order to the prevailing party, cancellation of the contract or purchase order, or rebidding.

The Executive Director shall provide reasonable opportunity to resolve a protest agreement. If agreement is not reached within such time as the Executive Director or his or her designee considers reasonable under the circumstances, the Executive Director or his or her designee shall review the facts and the law on which the protest is based, and shall render a decision which shall be in writing and shall be promptly transmitted to the protestor.

If the protestor wishes to continue the protest beyond the decision of the Executive Director or his or her designee, the protestor shall be required to file a petition for review by the ECUA Board. This petition shall be made in writing and presented to the Executive Director or his or her designee; otherwise, the decision of the Executive Director or his or her designee shall be final and binding. Such petition shall state the particular grounds on which it is based and may include pertinent documents and evidence relating thereto. Any grounds not stated shall be deemed to have been waived by the protestor. This petition must also be accompanied by a protest bond of an amount equal to 1.0 percent (1%) of the value of the solicitation, but in no case less than \$1,000 nor greater than \$10,000. This bond shall be in the form of a money order, certified cashier's check, or certified bank check made payable to the Emerald Coast Utilities Authority. Failure to post such bond within ten (10) business days after the decision of the Executive Director or his or her designee shall result in the protest being dismissed by the Executive Director.

The bond required by the above paragraph shall be conditioned upon the payment of all costs and charges which may be adjudged against the person filing the petition for review. If the protestor prevails, the bond shall be returned to the protestor. If however, ECUA prevails, the bond shall be forfeited, and ECUA shall be entitled to recover the cost and charges, excluding attorney's fees, of such hearing. The entire amount of the bond also shall be forfeited if it is determined that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for ECUA or another interested party/parties.

Any notice required or permitted under this bid protest procedure shall be effective when delivered personally or by facsimile, or when deposited in the U.S. mail. If notice is given only by mail, three (3) days shall be added to the time within which a protestor may file a notice of protest or petition for review.

RIGHT OF NEGOTIATION

The ECUA reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract, and no sample contract submitted by proposer shall be binding upon ECUA until the final terms have been negotiated and all parties have executed the contract.

INDEMNIFICATION

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the ECUA, its employees, and agents from any liability of any nature or kind in regard to the delivery of these services.

RIGHTS TO SUBMITTED MATERIAL

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the ECUA when received.

COMPLIANCE WITH APPLICABLE LAW

Proposers are expected to assure that proposed services will comply with all applicable laws in effect at, or subsequent to, contract inception.

The proposer is specifically expected to conduct services under applicable HIPAA guidelines on behalf of ECUA.

EX PARTE COMMUNICATION CLAUSE

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected ECUA officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however,

nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the Purchasing staff concerning a pending solicitation unless otherwise provided in the solicitation or unless otherwise directed by the Purchasing and Stores Manager.

Lobbying means the attempt to influence the thinking of elected ECUA officials, their agents or employees or any member of the relevant selection committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Blackout period means the period between the time the bids/proposals for invitation to bid or the request for proposals, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the ECUA Office of Purchasing and the time the ECUA Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Conduct inconsistent with this section may be grounds for disqualifying the offending proposer from consideration or any future proposal for a period of thirty-six (36) months.

OTHER PROVISIONS

Contractor is required to comply with public records laws codified in Chapter 119, Florida Statutes, and is specifically required to:

- a. Keep and maintain public records required by ECUA to perform the service.
- b. Upon request from ECUA's custodian of public records, provide ECUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to ECUA.
- d. Upon completion of the contract, transfer, at no cost, to ECUA all public records in possession of the Contractor or keep and maintain public records required by ECUA to perform the service. If the Contractor transfers all public records to ECUA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to ECUA, upon request from ECUA's custodian of public records, in a format that is compatible with the information technology systems of ECUA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ECUA'S CUSTODIAN OF PUBLIC

RECORDS AT 850-969-3300, PUBLICRECORDS@ECUA.FL.GOV, AND 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.

NO COLLUSION CLAUSE

By submitting a response to this RFP, the proposer certifies that the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal. Also, the proposer certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, that in connection with the competitive proposal:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;
- Any prices and/or cost data quoted for this competitive proposal have not been knowingly disclosed by the competitive proposer and will not knowingly be disclosed by the proposer, directly or indirectly to any other proposer or to any competitor, prior to the scheduled opening and award of the contract;
- No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a competitive proposal for the purpose of restricting competition.
- The only person or persons interested in this competitive proposal is/are the principal or principals named herein and that no person other than herein mentioned has any interest in this competitive proposal or in the Agreement to be entered into.

INSURANCE REQUIREMENTS

Prior to commencement of work under the agreement, the Proposer shall obtain and maintain without interruption the insurance as outlined in the “ECUA Risk Management Policy and Standards for Agreements, Contracts and Leases” on pages 22 through 26 of this RFP. The Proposer agrees to furnish a fully completed certificate of insurance naming ECUA as additional insured, signed by an authorized representative of the insurer providing such insurance coverages. Additional insurance includes (1) Fidelity/Dishonesty Coverage - For Organization and (2) Professional Liability/Malpractice/Errors or Omissions Insurance with a minimum limit of \$100,000 per occurrence.

SUBCONTRACTING

Where proposers do not have the “in-house” capability to perform work desired in the Request for Proposals, subcontracting may be permitted with prior knowledge and approval of the ECUA. The ECUA must be assured and agree that any proposed subcontractor(s) can perform the work to the desired quality and in a timely manner. Therefore, the name of any intended subcontractor(s) and their qualifications/role should be identified in the proposal.

AUTHORIZED OFFER

The person submitting the proposal should indicate the extent of authorization by him or her to make a valid offer in the proposal summary that may be accepted by ECUA to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by ECUA's acceptance, such person should also obtain the signature of an authorized representative of the proposer that may result in a bound contract upon ECUA's acceptance.

Proposals should be typed or written in ink, signatures shall be manually signed in ink, and any corrections should be typed or made in ink and initialed.

CONFLICT OF INTEREST

The award of contract is subject to the provisions of Chapter 112, Florida Statutes.

STABILITY OF INSURERS

It is preferred that insurers providing coverage be stable and have a current A.M. Best Company rating of "A" or better. Proposals are expected from insurers with acceptable financial strength. Insurers eligible for Best's rating should list their most current rating. Insurers not eligible for Best's rating should submit their most recent audited financial statement and other relevant data to support the use of such insurers.

EVALUATION OF PROPOSALS

In the ECUA's evaluation of proposals, several items shall be considered, including but not limited to:

Cost	A major consideration, though not the only consideration
Risk/Deductible	The level of ECUA's potential exposure to risk
Proposer qualifications	Proposer's areas of expertise; qualifications and experience of the proposer; experience of the administrative and services staff; organizational qualifications
Services	Scope of services, including administrative capabilities and services and programs offered; local network coverage; service responsiveness; and ability to participate in claim review meetings
Responsiveness to the RFP	Demonstrated understanding of the scope of services and ability to provide services as requested; comprehensiveness of proposer's response
Stability	Number of years in business; client history; insurance industry rating
References	Quality of references received

Interviews	For those chosen to be interviewed by ECUA (if interviews are conducted), the quality of the interview and the information provided about the proposal and expectations for service to ECUA
-------------------	---

The order in which the above items are listed does not necessarily reflect their order of importance.

It is possible that ECUA, in its judgment, may consider a proposal unacceptable solely because one of these key items is unsatisfactory. For example, a proposal may be considered unacceptable solely on the basis of unsatisfactory cost or history of unsatisfactory service, etc.

REQUEST FOR PROPOSALS TENTATIVE TIMELINE

Legal Advertisement – Escambia Sun Press	Thursday, February 7, 2019
Proposer Questions Deadline	Tuesday, March 5, 2019
Proposal Due Date/Opening	Tuesday, March 12, 2019, 2:00 p.m. (Central Time)
Proposer Interviews, if warranted	Friday, March 22, 2019
Anticipated Date for consideration of proposals by ECUA Board	Tuesday, April 23, 2019

SELECTION PROCESS

The proposals received will be reviewed by a Review Committee appointed by ECUA’s Executive Director. The Review Committee will evaluate all proposals and make a recommendation to the Executive Director as to the ranking of the proposals and/or which firms the Review Committee believes should be interviewed. The Executive Director shall then independently review all of the proposals which ECUA received and determine if interviews are necessary, and if so which proposers will be interviewed by the Review Committee. Thereafter, if interviews are conducted, the Review Committee will report the results of those interviews to the Executive Director. Ultimately, the Executive Director will make a recommendation to the ECUA Board regarding the proposals/proposers, and the ECUA Board will authorize the award of a contract at a public meeting.

REFERENCES

To be responsive, proposers shall provide with their proposals a total of six (6) references, three (3) current clients and three (3) former clients. Proposers are required to provide client/contact person’s name, address, phone number, and email address for each organization they have served for at least three (3) full years. The references provided should be for organizations which are of similar size to ECUA and for which the proposer provided or obtained workers’ compensation insurance, should be public sector organizations of similar size, and have workers’ compensation self-insurance programs requiring third party claims administration services, comparable to those being proposed to ECUA.

PROPOSER INTERVIEWS

The ECUA may interview the top proposers, and these interviews will likely occur telephonically on Friday March 22, 2019. Proposers chosen for interviews will be notified and interviews will be scheduled. Proposers not selected for an interview will be notified by mail or electronic transmission if email addresses are provided.

NON-WARRANTY OF SPECIFICATIONS

Due care and diligence have been exercised in the preparation of this RFP #2019-11 and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with the proposers. The ECUA and its representatives shall neither be responsible for any error or omission in this RFP, nor responsible for the failure on the part of the proposer(s) to determine the full extent of the exposures.

EXCEPTION TO THE RFP

The ECUA shall determine the acceptability of proposed exceptions, if any, and the proposals will be evaluated based on the proposals as submitted. The ECUA, after completing evaluations, may accept or reject the exceptions.

SCOPE OF SERVICES

Emerald Coast Utilities Authority

RFP# 2019-11

Workers' Compensation Insurance and Third Party Administrator Services for Workers' Compensation Legacy Claims

This section of the RFP applies to Workers' Compensation Insurance coverage and expected services. Claims are to be administered in accordance with all rules and regulations in the State of Florida. The primary purpose of this RFP is to identify the most comprehensive and cost effective workers' compensation insurance for ECUA. The ECUA's objective is to provide the best quality care for its employees who have been injured on the job and to control costs through early intervention and management of all cases.

Additionally, the ECUA is seeking a Third Party Administrator (TPA) for claims administration of its active self-insured workers' compensation claims. Proposal submissions should include the takeover of claims administration for approximately twenty (20) active workers' compensation legacy claims which occurred under ECUA's previous self-insured program.

CLAIMS MANAGEMENT

- A. To provide medical case management as needed on all valid workers' compensation claims. Including, but not limited to all cases involving restricted or different duty releases, lost time greater than three (3) days, coordination of medical treatment, in-patient hospitalization, etc. for claimants covered under workers' compensation plan.
- B. To provide up-to-date printed materials including compliance notices (e.g., Florida Administrative Code. compensation notice), Panel of Physicians, and other printed materials required under Florida's workers' compensation law.
- C. To review, approve, and pay medical providers' invoices, statements, and bills in accordance with the appropriate fee schedules.
- D. To closely coordinate with ECUA staff, to ensure each employee has the medical assistance he or she needs for a speedy recovery.
- E. To provide management reports which should include, but not be limited to, the following information:
 - a. Breakdown by work location, position and by name which reflects to-date incurred expenses, reserves, and time loss.
 - b. Breakdown by claimant of all claims received by work status, restricted or different duty release, lost days within waiting period and lost-time (exceeding waiting period).
 - c. Ability to pull both above-mentioned reports in a year-to-date format.
 - d. Breakdown by claimant of next physician's appointment, physical therapy appointment or next medical treatment, also listing appointments missed.

F. For TPA services to provide notification/communication to the Excess Carrier when a Legacy claim approaches 50% of the self-Insured retention amount of \$300,000, or as otherwise stated.

G. To provide litigation management:

- a. Request and receive approval from ECUA for all defense counsel referrals.
- b. Within three (3) business days of referral to defense counsel, provide a written summary to the defense counsel outlining the case status, what is required from a defense perspective, and a specific time frame for follow-up.
- c. Communicate with ECUA and assigned defense counsel on all litigated claims.
- d. Within thirty (30) days from receipt of the case, defense counsel should provide a written opinion to ECUA as to compensability, value and settlement, and defense strategy.
- e. Review each legal bill for accuracy.

H. To provide all other services related to workers' compensation claims management that are not specifically noted in this RFP, but should be reasonably provided.

I. Outcome of Tasks

The tasks to be accomplished include the timely preparation and distribution of required printed materials; the coordination of medical case management services where needed on a case-by-case basis; and the provision of bill review re-pricing and/or check issuance services.

J. Processing of Workers' Compensation Disbursements and Claims Payments

ECUA will work with insurance company/broker to establish an effective process to manage payment of claims and timely disbursements on behalf of claimants. ECUA reserves the right to approve said process before finalizing commitment with company.

K. Performance and Quality Standards.

To provide all other services related to workers' compensation claims management noted in this RFP.

L. Place of Performance

The insurer, TPA or broker will perform services from their own place of business, with fieldwork completed as needed.

M. Periodic Meetings with ECUA

The insurer or broker will meet with ECUA staff monthly for the first three months, then bimonthly, to review and discuss claims, loss control, exposure, changes, and administrative concerns. Meetings can be telephonic.

N. Retention of Records

The consultant is required to maintain records, documents, and any evidence on costs and expenses for services provided. Records must be maintained and presented to ECUA for review or audit upon request.

O. Self-Insured Claims Reporting

File reports timely, as mandated with the State of Florida, including, but not limited to, EDI reporting.

Prepare and submit statistical reports in accordance with the requirements of ECUA's Excess Worker's Compensation Insurer(s) and provide copy of same to ECUA.

File reports in full compliance with Medicare, Medicaid and SCHIP Extension Act (MMSEA) Section 111 reporting requirements. Include in your response any fees associated with this service, including the names of any subcontractor used for this reporting.

P. Takeover Claims Administration for approximately twenty (20) Self-Insured Workers' Compensation Legacy Claims. Coordinate timely and efficient transition of all existing claims data from the current TPA. Ensure claim conversions are accurate with respect to data integrity including, but not limited to, data mapping, historical financial transactions, payment history and classification.

Facilitate a seamless integration of the existing Medical Provider Network program.

Q. Pricing

Summary of all fees detailing services related to such fees, including full disclosure of subcontractor fees associated with claim services to be provided must be stated in proposal submission.

1. Pricing should include Workers' Compensation Insurance with a range of deductible options, and TPA service agreement cost for the takeover and handling the approximate twenty (20) legacy claims.
2. Pricing should include costs for life of claim new workers' compensation claims occurring as of October 1, 2019, and TPA life of service agreements for Legacy claims.
3. If more than one pricing alternative is available, the details of each option, including any flat fee option must be stated in proposal submission.
4. The costs of services for network access and any other charges related to the provision of provider networks must be stated in proposal submission.
5. Any charges related to MMSEA reporting and requirements must be stated in proposal submission.

6. Proposal submission shall include any pricing changes over the course of the service agreement and if any flat rate guarantee is offered.
7. Proposal submission should describe the capabilities and cost savings comparative of your managed care/medical cost containment program including, but not limited to, case management services, utilization review and bill reviews. Indicate which services are owned by your company and which are provided via subcontractors. If services are subcontracted, any commissions and/or any other type of compensation received from the subcontractors must be disclosed.

**RISK MANAGEMENT POLICY AND STANDARDS
FOR
AGREEMENTS, CONTRACTS AND LEASES**

DEFINITIONS

The following definitions apply to these Risk Management Provisions:

Contract - The contract or agreement of which these Risk Management Provisions are a part for the construction, alteration, repair, or demolition of a structure or facility.

Organization - The Emerald Coast Utilities Authority, a local governmental body of the State of Florida, its Board, officers, employees, volunteers, representatives, and agents.

Other Party - The other party to the Contract of which these Risk Management Provisions are a part, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

HOLD HARMLESS

The Other Party agrees to hold the Organization and the members of its governing board and its other officers and employees harmless against all claims for bodily injury, sickness, disease, death, personal injury, or damage to property or loss of use resulting therefrom, arising out of or related to the Contract, to the extent such claims are caused by the negligence, recklessness, or intentional wrongful misconduct of the Other Party and persons or entities employed or utilized by the Other Party in the performance of the Contract.

PAYMENT ON BEHALF OF ORGANIZATION

The Other Party agrees to pay on behalf of the Organization all claims described in the above "Hold Harmless" paragraph, and to pay the reasonable costs and fees of the attorneys selected by the Organization, at trial and on appeal, to defend the Organization and its officers and employees against such claims. Provided, however, that the total liability of the Other Party to the Organization under the above "Hold Harmless" paragraph and this "Payment on Behalf of Organization" paragraph shall not exceed the sum of One Million Dollars (\$1,000,000) per claim or occurrence.

Such payment on behalf of the Organization shall be in addition to any and all other legal remedies available to the Organization and shall not be considered to the exclusive remedy of the Organization.

LOSS CONTROLS/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The Organization may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other party acknowledges that such stoppage will not shift responsibility for any loss or damages from the Other Party to the Organization.

SEVERABILITY

The provisions of these Risk Management Provisions are severable. In the event a court of competent jurisdiction should declare any provision of these Risk Management Provisions to be void or contrary to public policy such provision shall be stricken from these Risk Management Provisions, and the remaining provisions shall be enforced as though the provision determined to be void or contrary to public policy had not been included herein.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization. These insurers shall have A.M. Best (or equivalent) rating of no less than A:VII unless otherwise agreed to by the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the Organization and may be disapproved by the Organization. They shall be reduced or eliminated at the option of the Organization. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization, if any, shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Additional Insured

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the Organization as an additional insured for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Other Party's acts or omissions; or the acts or omissions of those acting on the Other Party's behalf; in the performance of the Other Party's ongoing operations for the Organization. The preferred Commercial General Liability coverage endorsement is ISO Form CG 20 10.

Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

Commercial General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Other Party is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the Organization's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least “following form” and shall not be more restrictive than the underlying insurance policy coverages.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance, including indication that the policy(s) is endorsed to provide the Organization at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Organization at least 15 days prior to coverage renewals.

If requested by the Organization, the Other Party shall furnish complete copies of the Other Party’s insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the Organization, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Organization, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party’s obligation to fulfill the insurance requirements herein.

ADDITIONAL INSURANCE

If selected with an “x” below, the Organization requires the following additional types of insurance.

Fidelity/Dishonesty/Liability Coverage - for Organization

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party’s employees resulting in loss to the Organization.

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

If selected with an “x” below, the Organization requires the following terms and types of insurance for professional, malpractice, and errors or omissions liability.

Hold Harmless

The following replaces the previous Hold Harmless wording.

The Organization shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the Organization’s sole negligence.

The Organization shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the Organization’s sole negligence.

Professional Liability/Malpractice/Errors or Omissions Insurance

The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$100,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.