



Request for Proposal

RFP # 21-062

Request for Proposals for
Workers' Compensation Third Party Administrator Services

Wake County, North Carolina
301 S. McDowell Street
Raleigh, North Carolina 27601

**Proposals due August 19, 2021
BEFORE 3pm local time**

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1 Introduction

1.1 Introduction

Wake County, North Carolina (“The County”) is seeking proposals from a qualified consulting firm to provide Workers’ Compensation Third Party Administrator Services. Throughout this request for proposals (“RFP”), the “Proposer” refers to qualified firms that submit Proposals and the “Consultant” refers to the Proposer who is selected to provide the services described within this RFP.

1.2 Project Overview

1.2.1 County Overview

Wake County: Wake County is the most populous county in North Carolina. The County consists of 12 municipalities and includes Raleigh, the County seat and State capitol. The County’s population is estimated at 1,111,761 residents. Wake County Government has approximately 4,300 employees.

1.3 Scope of Services

The scope of services covered in this RFP is to provide the County with Risk Management Third Party Administrator Services. It is expected that the Vendor will be able to provide a comprehensive set of services including but not limited to:

1.3.1 BASIC QUALIFICATIONS FOR THOSE SUBMITTING PROPOSALS

All those desiring to submit a proposal for workers’ compensation claims administration services must meet the following basic qualifications:

- A. Consultant will prepare checks and/or drafts for claim payment from a North Carolina claims office. Consultant is responsible for overpayments resulting from errors/misconduct.
- B. Consultant must be able to furnish accurate and timely data with an appropriate audit trail including, but not limited to the following areas of performance:
 - Claim processing turnaround time;
 - Medical audit;
 - Duplicate claims screening effectiveness;
 - Quality control;
 - Timeliness of compensability determination;
 - Reserve adequacy and accuracy;
 - Complaint resolution;
 - Ineligible and not covered screening effectiveness;
 - Quarterly, Monthly and Annual reports on an accurate and timely basis;
 - Compliance with North Carolina workers’ compensation regulations.

- C. Consultant must handle employee injuries on a direct basis with a toll-free number, email, and other electronic means of communication.
- D. Only adjusters licensed and residing in North Carolina will be used in servicing this contract.
- E. Investigated files/cases are the property of Wake County and not the property of the Consultant or any of the Consultant's employees or subcontractors.
- F. Consultant will provide adequate internal control procedures to protect Wake County from any type of loss.
- G. Consultant will forward to Wake County copies of all memorandums provided by the North Carolina Industrial Commission and the North Carolina Rate Bureau regarding rule changes and revisions to the law.
- H. Consultant will provide Wake County with its policy or protocol for handling medical records and any disclosures or inquiries related to medical records in accordance with N.C.G.S 97-25.6 and any requirements of disclosing covered entity in accordance with HIPAA.
- I. Consultant will provide Medicare Reporting services for workers' compensation claims required by Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA). Consultant must outline the services to be provided under Section 111, provide an explanation of all associated costs, and describe Medicare reporting procedures for open, closed and settled claims.
- J. Consultant will have a fully integrated risk management information system capable of importing claims data into Wake County's claims management system. See details in Special Requirement F below.

1.3.2 REQUIRED MINIMUM STANDARDS FOR CLAIMS HANDLING

- A. **Prompt Contact:** Injured employees and the treating physicians will be contacted personally or by telephone within one (1) business day of receipt of notification of a lost-time injury. Notification will be made either by receipt of a North Carolina Industrial Commission Employer's Report of Injury Form 19, email, or by telephone with a follow-up Form 19.
- B. **Investigation:** Investigation will commence upon receipt of the Form 19 or sooner if notice of the accident has been given. Investigation of all lost-time accidents will be conducted immediately upon receipt notification. The initial investigations will be concluded within fourteen (14) days from receipt of the claim.
- C. **Prompt Payment:** Within 14 days after written notice of injury, one (1) of the following must be accomplished:
 - i Benefits should be paid pursuant to North Carolina Workers' Compensation Rules, or
 - ii File a statement of fully explaining why compensation was denied; all denials must be approved by Wake County Attorney's Office prior to filing.

- D. **Medical Management:** All contacts and summaries of the discussions will be documented in the files. As allowed by the North Carolina Industrial Commission Rules and North Carolina General Statutes, the Consultant will obtain from the physician the following:
- Update on the injured employee's diagnosis and prognosis;
 - Work status;
 - Estimated length of disability;
 - Ability of the injured employee to return to work in a modified capacity;
 - Current physical or mental limitations;
 - Proposed treatment plan;
 - Maximum medical improvement projection;
 - Whether the employee will incur any permanent impairment as a result of their injury.
- E. **Nurse Case Management/Vocational Rehabilitation:** Prior to assigning a Nurse Case Manager or Vocational Rehabilitation Specialist to any of Wake County claims, the Consultant will first call and solicit permission from Wake County Attorney's Office to assign a case manager and Wake County Attorney's Office has sole authority and approval of whom is assigned for case management services.
- F. **Subrogation:** The potential for subrogation must be recognized in all cases where the potential liability of a third party becomes reasonably clear. Prior to pursuing any subrogation, the Consultant will first discuss the case with Wake County and solicit their approval to pursue the negligent third party. The evidence of identification and pursuit of subrogation must be clearly documented in the file. Wake County's subrogation interest will be protected at all times, unless Wake County so instructs Consultant otherwise.
- When an attorney represents an injured employee and the attorney is seeking restitution from a third party, every attempt will be made to get that attorney to cooperate in the protection of time limits to bring actions which could affect Wake County's interest. Any case involving subrogation, wherein an employee, his attorney or any party seeks to reduce Wake County recovery on its workers' compensation lien by any amount through negotiations, must first be referred to Wake County Attorney's Office for approval. This relates to any partial recovery as well. Releases involving recovery require the signature and approval from the Wake County Attorney's Office before submission to the Industrial Commission for approval.
- G. **Reserving:** All files must be reserved to reflect exposure based upon the injury and disability throughout the life of the claim without reduction for present value. Reserves will be set within seven (7) days of receipt of a lost-time notification and will be adjusted when medical information or investigation indicate the existing reserve is inadequate or excessive. The following criteria must be used when establishing a reserve: The investigation, the injury, the projected medical and indemnity benefits to be paid, and the cost of outside vendors (i.e. attorney, rehab services, surveillance).
- H. **Claim Reviews:** Wake County will have the right to conduct quarterly claim reviews of Wake County files with 30 days' notice to Consultant.
- I. **Duplication of Files:** Consultant will not duplicate or release any portion of any Wake County claim file to any outside party without the express written consent of Wake County.

- J. **Claims Costs and Expenses:** Before incurring any costs or expenses relating to the handling or investigation of a claim, the Consultant must first get approval from the County Attorney's office. This includes but is not limited to Independent Medical Exams, other expert reviews or opinions, surveillance, transcripts or any other expense not reasonably anticipated in the routine investigation and management of a claim.

1.3.3 SERVICE SPECIFIC SUBMITTAL REQUIREMENTS

Due to the unique services provided by a third-party administrator, Wake County is concerned with the nature and quality of the administrator's adjusting services. To help ensure that Wake County selects the best administrator, please address the following items in your bid proposal:

- A. Address and telephone number of the claims office that would handle Wake County's program.
- B. Name and telephone number of the claims manager or supervisor that would be designated as the person responsible for the administration of all of Wake County's claims. A brief biography of the claims person you will designate to administer Wake County's claims and the name and biographies of any other adjusters and/or examiners assigned to the handling of Wake County's files should be included, as well as an indication of the length of service with your firm and their industry experience.
- C. What is the average number of indemnity and medical-only files these claims personnel are assigned on a yearly basis? What is the average number of other accounts for which adjusters will be handling claims while also assigned to Wake County?
- D. How often does your current diary system allow claims supervisory personnel to review open claims? What criteria do your supervisors utilize when selecting a claim for review?
- E. Describe the financial safeguards your company utilizes to prevent duplicate or excessive medical and indemnity payments. Describe your organization's methods for assuring the timely and accurate payment of claims.
- F. The Consultant shall maintain a fully integrated risk management information system. The Consultant shall have the capability to provide the following:
- Full Wake County access to Consultant's risk management information system, not limited by date of injury. Our expectation is that this access must be available within one month of the contract start date. However, if there are circumstances that prevent Proposer from meeting this timeline for access, please provide details in your response, along with a proposed alternate schedule.
 - System access shall include report access, including but not limited to loss runs that can be filtered by date of injury, department, claim type and other claim parameters; and check registers that include information such as claimant name, date of injury, check number, check date, check amount, and payment type. Please provide report samples.
 - Monthly export/import of claim data, including financial data, from Consultant's claims system into Wake County's internal claims management system (currently FileHandler) to occur the 1st of each month for previous month data. The process, if possible, shall be a direct

update of Wake County's internal claims management system. Otherwise, the minimum requirements are 1. Consultant's creation of a .txt file in a specified format (Wake to provide format specs). 2. The .txt file must be accessible to be picked up by Wake County's import service and 3. The file shall contain all of Wake County claims, and claim data, including financial data, from Consultant's claims system. This process must be implemented and fully and accurately functional within two months of contract start date. If there are circumstances that prevent Proposer from meeting this timeline, please provide details in your response, along with a proposed alternate schedule.

- G. Describe any cost-containment services your company will be able to provide, such as applying the North Carolina Fee Schedule, utilization review, pre-certification of hospitalizations, PPO's, review of medical bills, etc.
- H. Describe any other in-house services that your firm can provide (i.e. return to work programs, vocational rehabilitation, OSHA reporting, etc.) and the additional costs, and/or cost-savings versus outside vendors, if any, associated with these services.
- I. Does the cost-per claim fee include recovery of subrogation losses?
- J. Describe additional file expenses not included in your quoted cost-per claim.
- K. Provide a description as to how your firm would structure the payment of claims and handle monthly billings.
- L. Describe your firm's formal program for managing lawsuits and litigation expenses. Include the qualifications of the persons handling this program and a list of defense firms you would propose using.
- M. Advise as to the limits of liability provided under your firm's professional liability coverage. Are your employees bonded? If so, please describe. Provide a current certificate of insurance including all coverages outlined in Section 3.7 below.
- N. Please provide a copy of your most recent annual report/financial statements.
- O. How long has your company been administering workers' compensation claims? How long has your company been administering workers' compensation claims for North Carolina public entities?
- P. Consultant will pay claim costs through a bank account that is replenished by Wake County to a specified balance. Weekly funding requests will be sent to Wake County each Friday and on the last day of each month. Replenishment funding will be based on checks issued during the current week. Requests will include a check register and reconciliation showing the funding amount required to bring the account back to the specified balance. Large pending payments may be requested via a special funding request, with the threshold for special requests to be determined. Any proposed alternate funding process must be detailed within the response to this RFP.
- Q. Due to the storage, transmission, processing, and access to confidential or sensitive data, Consultant agrees to comply with the following:

a. Data Security Commitment

Consultant agrees to preserve the confidentiality, integrity, and availability of County data with physical, technical, and administrative controls that conform to generally recognized industry standards and best practices.

b. Applicable Federal Laws, State Laws, and General Statutes

Consultant shall comply with all applicable state laws, federal laws, regulations and general statutes relating to confidentiality, privacy, and security of data. In the event any governmental restrictions may be imposed which would necessitate the alteration of the material, quality, workmanship or performance of the services of the Agreement resulting from this RFP, it shall be the responsibility of Consultant to notify the County at once, indicating the specific regulation which requires alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby.

c. Non-Disclosure and Confidentiality Agreement

Consultant shall implement feasible safeguards to restrict access and ensure the security, confidentiality, and integrity of Confidential Information and execute the Wake County Non-Disclosure and Confidentiality Agreement.

d. PHI Data Protection

In the performance of the Agreement resulting from this RFP, Consultant may acquire or have access to Protected Health Information ("PHI") as authorized and to the extent necessary to comply with laws related to workers compensation. In such cases, Consultant must provide security and safeguards to ensure the confidentiality, integrity, and accessibility of protected health information, at levels determined by the assigned security user on any function, task and/or field. This includes the ability to mask data and/or secure identified fields based on security settings.

e. Risk Assessments / Right to Audit

(OPTION1) Consultant shall periodically (at least annually) perform a SOC 2 Type II audit using the Security and Confidentiality trust principles and provide the County with a copy of the report. If the report contains material findings as reasonably determined by the County, then the County and the Provider shall in good faith address such findings.

(OPTION 2) Consultant shall periodically (at least annually) perform a data security assessment using a methodology acceptable to the County Chief Information Security Officer. Consultant shall provide the County with a copy of the report. If the report contains material findings as reasonably determined by the County, then the County and Consultant shall in good faith address such findings. Consultant shall permit the County with the opportunity and not the obligation to perform an audit of Consultant's data security policies, procedures, and operations. The County agrees to provide Consultant with 30 days advance Notice prior to executing the audit. If the audit results in material findings as reasonably determined by the County, then the County and Consultant shall in good faith address such findings.

f. Data Breach Incident Response and Communications

Consultant agrees to notify the County of any suspected or confirmed data breach within 24 hours after the suspected or confirm breach is first discovered. Consultant shall exercise due care to protect Confidential Information when providing such Notification. Consultant will cooperate with the County to notify appropriate government or regulatory authorities as required by law or generate statute.

g. Business Contingency

Consultant shall maintain a business contingency plan designed to address any emergency business shutdowns and shall provide such plan to the County upon request. In the event of

an actual or perceived emergent issue, disaster, disruption of the service, or outage, Consultant shall promptly provide the County with Notice of the same as well as ongoing status updates.

h. Location of Data

Consultant agrees that any and all County data will be stored, processed, and maintained within the continental United States. This includes backup data and any disaster recovery locations.

i. Data Ownership and End of Agreement Handling

Consultant agrees that the County owns all right, title, and interest in its data that is related to the services provided by the Agreement resulting from this RFP. Consultant agrees that upon termination of the Agreement, it shall provide a copy of all data to Wake County in a mutually agreed format. Consultant further agrees that following successful transmission of all data to the County upon termination of the Agreement, any and all County data will be erased, destroyed, and rendered unrecoverable and certify in writing these actions have been completed within 60 days of the termination of the Agreement, unless required by law or otherwise directed by Wake County in writing prior to the expiration of the 60 days post agreement. Consultant also agrees that at any time during performance of services, the County may request and be provided with a copy of any or all of its data. Such request shall be made electronically or in writing and requested items shall be provided to the County within a reasonable time of the date of the request, but in any event by ten (10) business days of such request.

1.4 General Proposal Requirements

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

By submitting a proposal, Proposers acknowledge that:

- 1.4.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.
- 1.4.2 Proposals will be received by Wake County Government at the time noted on the cover page of this document. At that point, Wake County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Wake County, solely at its option, may disclose the name(s) of any firms or companies being considered or elevated during the process. Proposers are not to contact any county staff or elected official in reference to the process due to the nature of a competitive environment and to protect the integrity of the RFP process. As information becomes available and is relevant for release, that information will be shared with respondents.

2 General Submittal Requirements

2.1 Proposal Contact

This RFP and any subsequent action taken as a result thereof is issued by the Wake County Procurement Services in accordance with North Carolina General Statutes on behalf of the County. Proposal responses should be directed to Procurement Services, specifically to the Purchasing Director, as outlined below. In regard to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. ***Any attempt by a Proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the Proposer from award for items or services on this RFP.***

Proposal Contact:

Melissa England
Wake County Finance Dept - Procurement Services
Wake County Justice Center, 2nd Floor – Ste 2900
301 S. McDowell Street
Raleigh, NC 27601
Melissa.England@wakegov.com
919-856-6327

2.2 Proposal Submittal Requirements

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Proposer is required to submit its proposal in a sealed package.

Two (2) copies shall be submitted to the address shown below as well as an electronic version on CD-ROM or thumb drive.

Mailing Address:

Melissa England
Wake County Finance Dept - Procurement Services
Wake County Justice Center, 2nd Floor – Ste 2900
301 S. McDowell Street
Raleigh, NC 27601

The County must receive proposals before 3:00 pm., August 9, 2021. *The Proposer's name, RFP number, and proposal closing time and date must be marked clearly on the proposal submission.* The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) Ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. Fax or email responses will not be accepted.

2.3 Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

2.4 Interpretations, Discrepancies, and Omissions

Should any Proposer find discrepancies, omissions or ambiguities in this RFP, the Proposer must at once request in writing an interpretation from proposal contact listed in Section 2.2. The deadline for submitting questions is July 30, 2021 before 5pm. All questions will be answered to the extent possible in the form of addenda to the specifications. The addenda will be available as soon as possible following the question deadline. All written requests for clarification should be addressed to the attention of Melissa England.

Failure to request an interpretation will be considered evidence that the Proposer understands the provision of the RFP.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County's intent not to issue any addenda after August 6, 2021.

2.5 Tentative Schedule

Date	Event
Issue RFP	July 19, 2021
Questions Due	July 30, 2021 before 5:00 pm
Addenda (Clarifications) Issued (if applicable)	August 6, 2021
RFP Responses Due	August 19, 2021 BEFORE 3:00 pm

2.6 Pre-Proposal Questions

The County will also make a good faith effort to provide other data or attachments, if the request will further clarify the project's scope. All requests for further information shall be received by the County by July 30, 2021 before 5pm. A copy of all answers and further clarifications provided by the County to those making inquiries will be posted as an addendum to the RFP on the County's website on or before August 6, 2021.

2.7 Finalists and Interviews

From the proposals received, County staff may identify a short-list of finalists. The finalists will be expected to make a presentation to and respond to questions. Additional information regarding the content of the presentation will be provided to the selected finalists.

2.8 Award

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties. For the purpose of clarity, it is understood that the County may withdraw its tentative selection of a Proposer if a contract is not negotiated and signed within a reasonable time containing all elements of the Proposers Response to RFP.

2.9 Non-disclosure of County Information

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propoganda, and/or in another job or jobs, unless written consent is obtained from the County.

2.10 Retention of Proposer Material

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

3 General Terms and Conditions

3.1 Certification

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

3.2 Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

3.3 Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

3.4 Indemnification

The Consultant will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Consultant, its sub-consultants, or their employees or agents, while performing duties under the Agreement resulting from this RFP, provided that the County gives the Consultant prompt, written notice of any such claim or suit. The County shall cooperate with Consultant in its defense or settlement of such claim or suit. This section sets forth the full extent of the Consultant's general indemnification of the County from liabilities that are in any way related to Consultant's performance under the Agreement.

3.5 Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by the Agreement resulting from this RFP. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.6 Payment

Payment for the services rendered pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the Consultant must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be

accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

3.7 Insurance

Proposers shall have the ability to meet the following insurance requirements, at their sole expense, and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Department.

Workers' Compensation, with limits for Coverage A: Statutory-State of North Carolina, and Coverage B, Employers Liability: \$500,000 each accident, disease policy limit and disease Each Employee.

Commercial General Liability, with limits not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.

Commercial Automobile Liability, with limits not less than \$1,000,000 per accident for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services.

Professional Liability, with limits not less than \$1,000,000 per claim, and \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$3,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant in the Agreement resulting from this RFP regarding sensitive information in any form in Consultant's care, custody, or control, and shall include but not be limited to third party liability coverage for loss resulting from denial of service, unauthorized access, security failure, system failure, extortion, or any failure to prevent disclosure of sensitive information, including but not limited to confidential information. Breach/crisis response coverage must include actions required by federal and/or state statutes, and include but not be limited to notification, call center costs, regulatory fines and penalties, investigation, and identity theft and credit report services, with limits sufficient to respond to these obligations.

Fidelity/Employee Dishonesty, with limits not less than \$1,000,000 per claim, including coverage for client loss arising from Proposer's employee and/or officer dishonesty.

Consultant shall be responsible for providing the Wake County Finance Department with 30-day notice of insurance policy cancellation or non-renewal during the term of the Agreement resulting from this RFP and for three years subsequent for any claims made coverage.

Response to this RFP indicates the ability to procure the coverages specified above. If the Proposer does not meet the insurance requirements above, alternate insurance coverage satisfactory to Wake County may be considered. Any request for consideration of alternate coverage must be presented within Proposer's response to this RFP.

3.8 Governing Law

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

3.9 Confidential Information/Public Records Law

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. **Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.**

3.10 Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

3.11 Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

3.12 Additional Services

The County reserves the right to negotiate additional services with the Vendor at any time after initial contract award.

3.13 E-Verify

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

3.14 Iran Divestment Act

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

In addition:

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

4 Detailed Submittal Requirements

4.0 Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Each Proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections with tabs for each section:

<u>PROPOSAL SECTION</u>	<u>TITLE</u>
	Title Page
	Letter of Transmittal
	Table of Contents
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background and Relevant Experience
4.0	Client References for Similar Assignments
5.0	Cost Proposal

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

4.1 Executive Summary

(Proposal Section 1.0) This section of the response should be limited to a brief narrative summarizing the Proposer's proposal. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed services. This section should highlight aspects of the proposal that make it superior or unique in addressing the needs of the County. Please note that the executive summary should identify the primary engagement contact. Contact information should include a valid e-mail address, fax number, and a telephone number.

4.2 Scope of Services

(Proposal Section 2.0) This section of the response should include a general discussion of the Proposer's overall understanding of the project and the scope of work proposed as outlined in Sections 1.3.1 to 1.4.

4.3 Company Background and Consultant Team Relevant Experience

(Proposal Section 3.0) Each proposal must provide the following information about the submitting Proposer's company, so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a Proposer to provide additional support or clarify requested information.

4.3.1 Company Background

- How long the company has been in business. In what state(s) has the company worked?
- A brief description of the company size and organizational structure.
- How long the company has been providing services to clients similar to the County.
- Any material (including letters of support or endorsement from clients) indicative of the Proposer's capabilities.
- Identify any litigation or governmental or regulatory action pending against your organization that might have a bearing on your ability to provide services to the County.
- Describe your contractual relationships, if any, with other organizations that will provide services described in your proposal.

4.3.2 Consultant Team Experience

- Identify your proposed team indicating who is responsible for the key roles; provide an organizational chart showing lines of communication and levels of authority.
- Include the résumés of staff who will work on the engagement. If they are working on only certain portions of the project, please indicate this on their résumé.
- Given that the County will be evaluating several proposals, describe why you feel that your services, from a professional and technical perspective, are the best fit for the County environment. Describe the distinguishing features the County should know about your services and company.

4.4 Client References

(Proposal Section 4.0) The County considers references to be important in its decision to award a contract. Failure to provide this information will result in the proposal being considered non-responsive.

Please provide a comprehensive client listing with year(s) in which your firm provided services. Also provide at least three current clients who we may contact. References should be clients similar in size to the County. Please give their company name and mailing address, telephone, and email of the contact person.

	Reference #1	Reference #2	Reference #3
COMPANY			
Contact Name			
Contact Title			
Contact Phone			
Mailing Address			
Email			

4.5 Cost Proposal

(Proposal Section 5.0) Proposers should submit an estimate of costs.

The County reserves the right to contact Proposers on cost and scope clarification at any time throughout the selection process and negotiation process. The County is asking Proposers to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Items that should be included in this cost section include:

- Cost of Services. Please state your fees for the key areas outlined in the Scope of Services.
- Provide your procedures for billing and collection of your fees. How do you reconcile the fee to the services received? Specify whether this is on a monthly, quarterly or as performed basis.
- Provide a listing of hourly rates by consultant team members which could be used as a basis for additional services.

5 Current Environment

5.1 Omitted

6 Evaluation Criteria

6.1 Selection Participants

The County has established a team of staff to evaluate vendor responses. This team of employees will be responsible for the evaluation and rating of the proposals and conducting interviews.

6.2 Evaluation of Proposals

Responses will be evaluated based on the following criteria:

1. Compliance to the RFP requirements; quality, clarity and completeness of services proposed in relation the scope of work the response
2. Respondent's Proven, Knowledge, and Experience in Claims Handling
3. Client References
 - Capability of the Proposer to undertake and support services as described by this Request for Proposals based on reputation and customer references regarding the Vendor's performance for organizations with needs similar to the County's, particularly in the government sector.
4. Cost effectiveness and value of proposal
5. Other criteria deemed appropriated by the County Project Team