



REQUEST FOR PROPOSALS #2018-94

FOR

LIABILITY ADJUSTING AND CLAIMS ADMINISTRATION SERVICES

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair
SONYA FISCHER, Commissioner
KEN HUMBERSTON, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner

Donald Krupp
County Administrator

George Marlton
Procurement Division Director

Peter Madaus
Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: November 5, 2018

TIME: 2:00 PM, Pacific Time

PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045

SCHEDULE

Request for Proposals Issued.....	October 2, 2018
Protest of Specifications Deadline.....	October 9, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	October 29, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	November 5, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January 1, 2019

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SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County (“County”) through its Board of County Commissioners, will receive sealed Proposals per specifications until **2:00 PM, November 5, 2018** (“Closing”), to provide liability adjusting and claims administration services (“Services”). No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address, may be emailed to procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address.

Contact Information

Procurement Process and Technical Questions: Peter Madaus, pmadaus@clackamas.or.us, or phone at 503-742-5451.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written

protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County, on behalf of its Department of Human Resources, is seeking Proposals from vendors to provide liability adjusting and claims administration services (“Services”). The objectives of the administrative claims handling process are to establish a cost effective method of adjusting claims and to reduce claims payouts. The aggressive defense of the claim is balanced with the recognition of the need to identify problems early and to develop solutions that are reasonable and innovative.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County self-insures its workers' compensation and general liability programs, retaining the first \$1 million in exposure per claim. The County is insured through the Oregon Public Entity Excess Pool (“OPEEP”) above that amount. The County is requesting proposals to provide liability adjusting and claims administration services for its general liability claims. The County provides its own in-house legal counsel for all litigated liability claims, and County Counsel and County Risk staff actively manage all significant cases.

Clackamas County (population 413,000) employs approximately 2,200 people (both temporary and regular) who work in the following general program areas: health services (public health and mental health), social services (including services for seniors, juveniles, families, and other populations with special needs), justice and court services (including juvenile and adult correctional facilities, community corrections, District Attorney and law enforcement), library services, transportation and development (including public works, planning, environmental) and administrative support services.

The County has averaged 113 claims over the past five years. Approximately 10%-15% of all claims received are involved in litigation.

Accident Year	Number of Claims	Total Incurred	Open Claims
2013/14	107	\$845,774	2
2014/15	87	\$2,368,419	7
2015/16	125	\$430,752	13
2016/17	119	\$1,547,717	19
2017/18	127	\$280,466	35

3.3. SCOPE OF WORK

The contractor selected to administer the County's liability program will be expected to work at the close direction of and with the County's Risk Management staff and the County Counsel's Office to manage claims and meet the requirements of the liability program. The contractor will be responsible for investigation of claims, consultation with Risk Management and County Counsel, and when appropriate, determination of whether acceptance or denial is advisable, adjustment of claims within settlement authority, further development of case material in anticipation of or response to litigation or the threat of litigation, and maintenance of data and reporting systems on all claims. The firm selected pursuant to the Request for Proposal will be required to perform the Services as outlined below:

3.3.1. Claims Administrations

Provide high quality liability claims adjusting with qualified adjusters experienced in public entity claims adjusting.

Receive notice of and create files on each claim assigned and maintain these files for Clackamas County on a current basis. At a minimum, the file content should reflect liabilities, value, reserves, claimant contact, notes, regular follow-up, investigatory steps, plan of action and recommended disposition. Create files within two (2) working days from receipt of the initial report; input initial reserves within 15 days.

Establish diaries so all claims are reviewed at least every thirty (30) days or more frequently where needed. Document confirmation of review.

Pay bills for non-contested cases and service providers promptly.

Audit bills for causal relationship and reasonableness of charges.

Provide copies of all written records from the administrator to the attorney(s) assigned to cases in litigation.

Clearly document all file activity, including telephone conversations or personal meetings, and diary reviews to reflect the date, individuals involved, content of discussion, and plan of action.

Establish specific direction on the investigation and handling of all cases within five (5) working days from receipt of the initial report, and clearly evidenced in the file.

Maintain current knowledge of all County liability coverage in effect. Notify County and appropriate excess insurer(s) of all claims or losses meeting the reporting requirements of the insurer and provide such insurer with all required information and updates. Send updated reports to excess carriers no less frequently than semi-annually or when requested.

Contact the County to review and approve all claims payments in excess of \$2,500 including payment of legal fees.

Provide a written analysis of any proposed settlement over \$2,500 and other selected settlements as requested by Risk Manager or County Counsel.

Establish claim reserves at their most probable outcome and provide a continual review and updating of reserves to reflect changes. Contact County Risk Manager immediately when a case reserve will exceed \$25,000.

Maintain a file for each claim submitted with the file available for review, electronically, by the County at any reasonable time. Respond courteously and promptly to inquiries from claimant or claimants' representatives, and County staff.

Consult and cooperate with the County and its employees as may be necessary to achieve a successful program including full cooperation with claims audits.

Have a way of handling claims that are only assigned for the purpose of monitoring expenditures. This is to allow the tracking of costs, typically in-house legal expenses. The County's expectation would be for there to be a different pricing structure for these administrative only claims.

3.3.2. Claims Investigation and Management:

Aggressively, promptly, and fully conduct the investigation of each claim using competent and qualified personnel. Assess whether there are related claims whose outcome may be affected by this claim and take appropriate action. The County reserves the right to require additional investigation. With the approval of the County, engage the services of persons or firms outside its organization for special work in connection with investigations.

Contact or attempt to contact all witnesses promptly after receipt of claim. Upon initial contact, document the description of injury/accident. Document attempts to contact witnesses. Ensure that personal contact (face to face) is made with all critical witnesses in any case expected to incur costs/claim or costs/occurrence of \$5,000 or more.

Contact the department and designated employees for the County's statement before determining liability and obtain reports and records as appropriate.

Contact the County promptly to confirm whether liability is acknowledged or should be questioned.

Promptly identify claims where exposure is in excess of \$100,000 and notify the County promptly.

Investigate possible subrogation/third party liability situations in all cases which involve third parties; with approval of County, pursue recovery from third parties when appropriate.

Assist in the preparation of litigated cases and participate as needed in hearings and settlement actions.

Prepare and provide legal counsel with complete file copy within five (5) working days of notice of litigation.

3.3.3. Claims Analysis and Reports:

Provide the County with continuing information on the progress of individual claims and the effectiveness of the claim administrators cost control program relating to claims.

Submit monthly statistical summaries and narrative reports, updates on new or active cases, review of case management on significant cases, report showing all settlements with brief explanation to assist in the evaluation of the County's program; provide special statistical reports upon request.

Be available for quarterly claims reviews in person, on-site, at County offices in Oregon City, Oregon.

Assist the County in the analysis of claims in an effort to prevent future occurrences of a similar nature.

Maintain a claim file for each reported claims which shall be available to the County at all time for inspection. Such file shall contain all data pertinent to the claim to support its disposition and shall remain the exclusive property of the County.

Retain and store records on all claims in a manner acceptable to the County.

3.3.4. Financial, Data Processing and Reporting Services

Provide computerized check processing with report capability.

Update active claims data base information when any activity occurs.

Process and pay claims directly.

Provide the County with statistical reports regularly or upon request.

Reports should include standard reports as well as ad hoc/customized reports in order to provide information to the County in useable formats.

3.3.5 Completion of Claim Processing

In the event the Agreement resulting from this solicitation is terminated, the CONTRACTOR will continue, at Clackamas County's option, to handle all claims which have occurred during any preceding calendar year including the calendar year leading up to the effective date of termination, for one additional year from the date of termination, for no additional charge, other than the specified flat fee occurring in that calendar year.

3.3.6. Term of Contract:

The term of the contract shall be from the effective date through **December 31, 2023**.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample **Professional Services Contract**, for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Minimum Qualifications

A local office in the Portland metropolitan area* Pass/Fail

*County may reject proposals not meeting the stated Minimum Qualifications.

4.3 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Qualifications and Staffing	0-30
Claims Implementation, Processing, and Termination	0-25
Financial, Data, Processing, and Reporting	0-15
Pricing and Fees	0-30
Available points	0-100

4.4 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

Responses shall be limited to a **maximum of 30 pages**. The audited financial report submission is not included in the 30 page limit.

5.2. **Qualifications and Staffing (0-30 Points):**

5.2.1. Provide a description (two page limit) of your firm including the following elements:

- Name(s) of principle owners, partners, or officers.
- Length of time the firm has been in business.
- Number of offices and locations.
- Office that would provide Services in this RFP.
- Toll-free number and/or other access methods for claimants.

5.2.2. Indicate the proposed number of personnel (including supervisory and management) who would be assigned to administer the County's program and give details regarding:

- Each staff person's position title.
- Experience (including with general liability, and auto claims in Oregon) and education.
- Experience with public entities and typical claim types (e.g., excessive use of force, public employee rights, false arrest under defective warrants, etc.).
- Length of time with your firm.

5.2.3. Would claims personnel assigned to the County also be assigned to other accounts? If so, how many? What is the anticipated case load of open files that would be managed by examiners assigned to the County?

5.2.4. Would an Account Executive be assigned to the County as the primary contact on items not directly relating to specific claims?

- 5.2.5. Describe your procedures for attracting and retaining qualified claims personnel.
- 5.2.6. Describe training programs offered to claims personnel and incentives for employees to further their training and education.
- 5.2.7. In the past two years, what has the rate of claims personnel turnover been in your local office? In the past two years, what has the rate of claims supervisor turnover been in your local office?
- 5.2.8. Describe your Company's mechanism(s) for keeping current with changes in laws and regulations.
- 5.2.9. Provide names, addresses, telephone numbers, and length of service with at least three Oregon references of a similar scope (i.e., similar size and exposure) for whom you have provided liability claims administration services including public agencies, if possible.
- 5.2.10 Provide a copy of your latest audited financial report (not included in page limit).
- 5.2.11 Describe any additional special programs or areas of emphasis that you think would be beneficial to the County.
- 5.2.12 Provide a list outlining the services available.
- 5.2.13 Provide a statement that adequate resources will be available to service the Clackamas County account (availability, accessibility and quantity of time allotted for key personnel).
- 5.3. Claims implementation, processing, and termination (0-25 Points)**
- 5.3.1. General Timelines and established standards for claims investigation, processing and management in order to meet County requirements.
- 5.3.2. Provide procedures and timetable for initial set-up implementation of County's account into your system.
- 5.3.3. Provide the process and timetable for a new claim to be placed in system. Is there flexibility in the process to accommodate a need for expedited processing?
- 5.3.4. Describe how your diary system works and how frequently claims supervisory personnel review open claims.
- 5.3.5. Describe your procedures for making initial and follow-up contact with claimant or representative and witnesses, and performing tasks requested by County Counsel.
- 5.3.6. Describe your company philosophy and procedures for the establishment of case reserves. What are the procedures for revising reserves?
- 5.3.7. Provide a description of how your firm will operate the claims payment process.
- 5.3.8. If you possess in-house, structured settlement expertise, please describe.
- 5.3.9. Describe in detail the claims administrator's various investigative techniques and general claim handling philosophies, addressing the following:
- Method and timing of first contact with claimant or claimant's representative.

- Procedures for determining when in-person investigations would be used and the scope of those investigations, including taking recorded statements, identifying and interviewing witnesses, obtaining relevant documents and reports.
- How you document the results of an investigation.
- Procedures and criteria for determining when a claim is appropriate for settlement consideration or litigation and what investigative activities you would conduct in each of these instances.
- Procedures for ensuring that claims are investigated and resolved with consideration of their relationship to other claims or potential claims.
- Method for identifying claims that are likely to incur substantial liability.
- Method of keeping the County up-to-date on progress of investigations and claims.

5.3.10. Provide a description of the quality standards and controls currently in place with respect to claims investigation.

5.3.11. What procedures would you utilize to determine where potential conflicts of interest may exist between the County and other persons or entities served by the county? How would you address such conflicts?

5.3.12. Describe the approach to and frequency of internal claims audits of your local office.

5.3.13. Describe option(s) for the handling of open claims at the termination or regular expiration of the claims administrator contract.

5.3.14. Describe any other activities or services you provide which would be beneficial to the County. Include any other information that you feel would contribute to a positive and successful program if your firm were selected.

5.4. Financial, Data Processing, and Reporting Services

5.4.1. Is your check processing computerized? If so, what type of hardware and software do you use?

5.4.2. How soon after a check run will the check register be provided to the County?

5.4.3. What safeguards do you have to protect blank check stock?

5.4.4. Indicate what data elements your firm's system contains for liability claims.

5.4.5. Describe the standard reports available from your system and their frequency.

5.4.6. Can your organization customize reports for our needs? Is there an extra charge for this service? How is that cost computed?

5.4.7. Do you have the capability to provide "special request" reports? Is there extra cost associated with these? What is the basis for the charge?

5.4.8. Do you have the capability to provide "remote access" to your computer system? Please describe. How is that access provided? What functions does that remote access enable (e.g., electronic mail, downloading, read/write access, etc.)? Would all data be accessible to the County? Is there a charge for this access and, if so, how is it computed?

5.4.9. Advise as to how frequently your data is backed up.

5.4.10. Please submit samples of each standard report generated by your system and explain any additional ad hoc reporting capability you could make available to us. Include sample financial reports, loss runs, and loss control reports.

5.4.11. Do you routinely provide an annual report for management outlining the activities of the service provider and the client over the most recently completed contract year? For the County, describe what such a report would contain.

5.4.12. How would you handle the payment of claims? Would you require a deposit and if so, how would the amount of deposit be determined? How often would this amount be reviewed/changed? Would this amount be impacted by the fee arrangement basis (i.e. hourly, per claim, etc.)? After any initial deposit what process would you use to bill the County on an ongoing basis? (e.g., monthly billings, etc.)

5.4.13. Does your claims system have the capability to have regular automated downloads of claims data to an industry standard risk management information system (“RMIS”) that the County intends to implement?

5.4. Fees – Complete the attached Fee Schedule

Fees should be on a fixed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. Include the not-to-exceed amount you propose for the Services.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2018-94 Liability Adjusting and Claims Administration Services

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

Fees Schedule
RFP #2018-94 Liability Adjusting and Claims Administration Services

Unit	Anticipated Number of Units in Contract Term	Monthly Fee*
Month	Sixty (60)	\$
Total not-to-exceed fees for Services		\$

* The Monthly Fee shall be inclusive of all costs to provide Services except for claims payments. Proposers shall address the claim payment process in section **5.4.12 of this RFP.**

Proposer: _____

Authorized Signature: _____

Date