



RFQu 2024-19

Bay County Personnel Department
Agent/Broker for Workers' Compensation
Third-Party Administrator (TPA) Services
And
Excess Workers Compensation Coverage

JAMES BARCIA
BAY COUNTY EXECUTIVE

REQUEST FOR QUALIFICATIONS---THIS IS NOT AN OFFER

DATE OF REQUEST	JULY 26, 2024
REFERENCE RFQu NUMBER	RFQu 2024-19
DEADLINE FOR VENDOR QUESTIONS	AUGUST 9, 2024 5:00 PM
RESPONSES DUE FROM COUNTY	AUGUST 23, 2024 5:00 PM
PROPOSED DATE/TIME REQUIRED	SEPTEMBER 6, 2024 11:00 A.M.
SUBMIT QUALIFICATIONS TO:	BAY COUNTY FINANCE DEPT. PURCHASING DIVISION BAY COUNTY BUILDING 515 CENTER AVENUE 7 TH FLOOR BAY CITY, MI 48708-5128
MARK QUALIFICATION SUBMISSION:	“PERSONNEL DEPARTMENT AGENT/BROKER FOR WORKER’S COMPENSATION TPA SERVICES AND EXCESS WORKERS COMPENSATION COVERAGE – DELIVER TO THE FINANCE DEPARTMENT IMMEDIATELY”

The Bay County Purchasing Division on behalf of the Bay County Personnel Department (County) is soliciting sealed qualifications from firms or individuals interested in the contractor position of Agent/Brokers for Workers’ Compensation TPA Services and Excess Workers Compensation Coverage. This person or firm will not be an employee of the County but will work as a contractor for the term of five (5) years. The effective date of the contract is February 1, 2025.

SCOPE OF SERVICES

1. Successful bidder will perform the functions of an Agent/Broker representing Bay County for the purposes of bidding out Workers’ Compensation TPA services and Excess Workers Compensation Coverage for self-insured policies.
2. Agent must be willing to be the agent for the County and act in the County’s best interest. Agent will be required to enter into a contract with the County stating as such.
3. Agent will be required to make a recommendation on best value for the County as well as disclose quotes received on behalf of the County.

4. Assist the County in continuing to qualify with the proper State authorities as a self-insured entity. The successful bidder will be required to complete and submit, on behalf of the County, the annual application to the State of Michigan to be a self-insured entity. Historical claims information necessary to complete the application shall be maintained by the successful bidder.
5. The successful bidder will be designated the “Agent of Record” for the County in securing written proposals for Excess Workers’ Compensation insurance to protect the County. The successful bidder will provide recommendations as well as present the written proposals to the County and the County will select the most qualified firm. It is understood and agreed that the successful bidder may receive from the insurance company a commission for the placement of insurance with that company and that this compensation is over and above the fees paid by the County as stated in the service contract. All commission amounts shall be revealed in the written proposals that are provided to the County.
6. The successful bidder will be able to secure Excess Workers’ Compensation insurance for self-insured Michigan municipality.
7. The successful bidder will be able to secure TPA for self-insured Michigan municipality.

REQUIREMENTS:

The County will expect the Agent/Broker to seek a TPA with the requirements listed below:

1. The successful bidder will be required to service all open claims during the contract period regardless of date of occurrence. Open claims are defined to include any claims from a previous period that are reopened or any incurred but not reported claims from a previous period. The successful bidder will be allowed a thirty (30) day period from the inception date of the contract in which to assume responsibility for services of tail claims.
2. Upon the termination date of the contract all open files in the possession of the successful bidder shall be turned over to the subsequent TPA. In addition, all indemnity files closed within five (5) years before the termination of the contract shall be turned over to the subsequent TPA.
3. The County may entertain suggestions from bidders as to the parameters for transferring closed indemnity files to a subsequent TPA should the stated five (5) years be contrary to industry standards.
4. The successful bidder shall provide the County and the Excess Insurer with timely and complete monthly reports of all accidents, including occupational diseases. Data for these reports shall be maintained for the County as a whole and for each individual group (Bay County, Bay Medical Care Facility and Department of Water & Sewer). The employee counts for each location are as follows:
 - a. Bay County General - 562
 - b. Bay Medical Care Facility - 268
 - c. Department of Water & Sewer – 59

5. Monthly reports shall include:
 - a. The number, type, and severity of accidents/illnesses by division or department.
 - b. All payments made on behalf of each employee for benefits and expenses.
 - c. Estimate of all reserves for actual, anticipated, or potential benefit.
6. The successful bidder shall provide 40 hours of on-site Loss Control Service annually during the term of the agreement. This is to be 40 hours of on-site service by the loss control representative, excluding travel time to and from the County. If the County desires additional hours of loss control services, the cost of the same shall be in addition to the contract fee and shall be paid on an hourly basis.
7. The Loss Control services to be provided to the County shall include, but not be limited to: inspection of County work sites, operations, machinery and equipment; safety training of County personnel and the making of recommendations for changes intended to reduce the County's potential for loss under the Workers' Disability Compensation Act of 1969, as amended, and to comply with OSHA and MIOSHA requirements and any other applicable safety laws or regulations. The scheduling of inspections shall be mutually agreed upon. The successful bidder agrees to make a good faith effort to honor the County's scheduling requests, if any. The successful bidder shall be expected to advise the County as to the best utilization of the hours of Loss Control services contracted for, with respect to the various types of Loss Control Services available.
8. The successful bidder shall be responsible for the compilation and timely filing of all notices and reports mandated by the Worker's Disability Compensation Act of 1969, as amended.
9. The successful bidder shall conduct all necessary investigations in order to determine the extent of the County's liability as an employer for Employer's Liability or under the Workers' Disability Compensation Act of 1969, as amended. The successful bidder shall be responsible for the verification and approval of all claims the County is required to pay as a result of its liability under the act. The verification and approval procedure followed by the successful bidder shall ensure adequate internal control over the payment process.
10. The successful bidder shall prepare all necessary documents and data required for the Bureau of Workers' Disability Compensation; shall calendar and coordinate with legal representation as to deadlines, case development and appearances. The Bay County Department of Corporation Counsel is charged with performing all civil legal duties for the County. The County reserves the right to select and direct attorney(s) in all litigation and will consider recommendations from the successful bidder. Bidder may submit resumes and rates of recommended legal counsel with its proposal.
11. Provide all claims administration and reporting services that would enable the County to fulfill its obligation as an employer under the Michigan Workers' Disability Compensation Act of 1969, as amended, or as an employer for Employers' Liability during the contract period.

12. ALL open files in the possession of the current TPA will be transferred to the successful bidder. The successful bidder and the County will discuss and reach an agreement as to which closed files will be transferred from the current TPA. The successful bidder will be required to maintain an accurate inventory of all files in their possession and provide same to the County upon request.
13. Complete and accurate supporting documentation, which may be inspected periodically by the County, must be maintained for all claims processed.
14. The successful bidder shall be required to establish three (3) separate trust (claims) accounts, one for each employer unit, from which payments on behalf of that unit will be made. The successful bidder will request monthly reimbursement on separate statements to each unit and the firm's availability to meet that schedule and other related factors may also be considered.
15. On or before February 1st of each year, during the contract term, the successful bidder will be required to submit to the County, proof that the successful bidder had received its annual renewal of bureau approval to continue to provide the services enumerated above.
16. TPA will be required to calculate IBNR reports for year-end accounting no later than March 1 of the following claims year utilizing agreed to and consistent accounting methods.

The County will expect the Agent/Broker to seek an Excess Workers' Compensation policy with the requirements listed below:

Excess Workers' Compensation policy in an amount sufficient to satisfy the applicable requirements for self-insured municipality.

RESPONSE FORMAT:

The items listed below shall be submitted with each proposal and shall be submitted in the order shown. Each section should be clearly labeled with pages numbered and separated by tabs. Include a title page and table of contents. Failure by a proposer to include all listed items may result in the rejection of its proposal.

SUBMITTAL REQUIREMENTS:

1. Responses must use Times New Roman font 12 pt.
2. Responses must be spaced 1.15".
3. Responses must be typed, no handwritten replies.

POINT DISTRIBUTION TO BE USED FOR RATING QUALIFICATIONS OF PROPOSERS:

A maximum of one hundred (100) points could be awarded for each proposer's qualifications, with a minimum of eighty (80) needed to qualify. Qualifying scores will be assigned on the following basis:

Qualifications and experience of staff performing work 1 to 30 points.

- a. Years of experience
- b. Education
- c. Length of time with firm
- d. Depth of staff and backup plan in case of absence

References (preference given to governmental) 1 to 15 points.

- a. Please provide three (3) current and three (3) past references.

Quality of firm background and history 1 to 20 points.

- a. Years in business
- b. Years in TPA business

Responses to questions in Claims Administration section 1 to 35 points.

- a. Management of medical and lost time claims
- b. Standard report/forms samples
- c. Medical claims review
- d. Resolution of long term/disputed claims
- e. Trust account management/accounting
- f. Web-based services

Total Possible Qualifications Score: 100 points

Proposers whose qualifications scores are below the minimum of eighty (80) points will be eliminated from further consideration. Proposers whose qualifications score at least eighty (80) points may be invited to make an oral presentation and be interviewed, as determined by Bay County, to be held at the Bay County Building, 515 Center Ave., Bay City, Michigan 48708.

CONTENT OF PROPOSAL REQUIRED TO BE CONSIDERED FOR THIS RFQ:

All Bids must be good for **one-hundred and twenty (120)** days after the previously stated bid opening date; once the contract has been signed all fees shall be firm for the duration of the contract.

FEE PROPOSAL ENVELOPE MUST CONTAIN THE FOLLOWING:

1. Each Fee Proposal must be submitted on the attached form labeled **“FEE PROPOSAL”**, located at the **back of this document**.
2. Each bid proposal shall identify if nonstandard reports can be provided upon request of the client and, if available, state if there is a fee associated with this service. The actual fee associated with this service shall be identified.
3. Each bid proposal will identify if web-based reporting and account information is provided as a mandatory or optional service. Identify if there is a fee associated with this service. The actual fee associated with this service shall be identified.

4. Explain procedures/programs in place to review medical claims for appropriateness and cost-saving measures. Identify if there are fees associated with such programs. The actual fee associated with this service shall be identified.

It is required that narrative proposals be indexed and formatted in the same order and categories as noted below:

REQUIRED DOCUMENTS:

The following will not be considered for evaluation but must be completed and submitted or your proposal will be considered incomplete, marked rejected and returned.

1. Cover Sheet.
2. Bidder's Checklist.
3. Each bidder must provide with its formal Bid a written sworn statement certifying that it has not colluded with any competing bidder or County employee or entered into any type of agreement of any nature to fix, maintain, increase, or reduce prices or competition regarding the items covered by this Invitation to Bid. **(ATTACHMENT A)**
4. Clientele. **(ATTACHMENT B)**
5. Proposer Warranty. **(ATTACHMENT C)**
6. Does the successful bidder have a return-to-work program that the County may utilize? If so, please provide some information. **(ATTACHMENT D)**
7. Submit proof of approval by the Michigan Department of Labor & Economic Growth – Workers' Compensation Agency for your firm to act as a servicing company to service claims, provide underwriting service and furnish safety engineering services to self-insurers. **(ATTACHMENT E)**
8. Business Information. **(ATTACHMENT F)**
9. Current Insurance Certificate. **(ATTACHMENT G)**
10. Copy of your Preferred Contract. **(ATTACHMENT H)**

Proposers will be evaluated on the following information.

MANDATORY AND TECHNICAL QUALIFICATIONS:

1. MANDATORY REQUIREMENTS
 - a. Each bidder is also required to submit with their bid a list of excess insurance carriers with whom the bidder is licensed to do business. **(ATTACHMENT I)**
2. FIRM HISTORY/PROFESSIONAL STAFF
 - a. Provide the names and brief resumes for the Claims and Loss Control Professionals, Technical Support Staff, Accounting Staff, and any other staff who will be assigned to Bay County's

account, should your firm be the successful bidder. The lead person assigned to this account must have a minimum of five (5) years' experience. **(ATTACHMENT J)**

3. Each bidder shall include the locations and staffing level of Claims Offices in the State of Michigan and specify the office site of those persons who would service the Bay County account. **(ATTACHMENT K)**
4. If the primary people assigned to the County were to be absent either short term or long term or leave employment, what plan does your firm have to maintain the County's expected level of service? **(ATTACHMENT L)**
5. **CLAIMS ADMINISTRATION**
 - a. Each bid proposal shall clearly describe the methodology by which both medical and lost time claims will be managed, the maximum number of indemnity and medical claims that can be assigned to any claims representative at one time and whether the successful bidder intends to personally interview each lost time claimant. **(ATTACHMENT M)**
 - b. Along with the submission of proposal, all bidders are required to submit **SAMPLES OF STANDARD REPORTS AND FORMS** that will be provided to the County. Examples of such reports/forms would include but not be limited to check register, claims report, claims analysis report, incident reporting form, etc. **(ATTACHMENT N)**
 - c. Provide a written description of your firm's methodology used for establishing reserves for actual and anticipated claims. How often are reserve amounts reviewed and updated? **(ATTACHMENT O)**
 - d. Each bidder shall describe in writing the firm's philosophy to resolve long term and/or disputed claims. **(ATTACHMENT P)**
 - e. Identify and discuss any of the services, or methods of managing claims which you believe to be unique to your firm or gives your firm a competitive advantage. **(ATTACHMENT Q)**
 - f. Identify how a trust account for each unit will be established and managed. **(ATTACHMENT R)**

6. REFERENCES

Please follow the following information for each reference:

- Customer Name.
 - Contact Name.
 - Contact Title.
 - Address.
 - Contact Phone Number.
 - How long have you had this account.
 - Why do you no longer have this account (for past references).
 - Services provided to the account.
1. Provide three (3) governmental/municipal clients your firm has serviced in a third-party administrator capacity in the past five (5) years. **(ATTACHMENT S)**

2. Provide three (3) past governmental/municipal clients who have terminated your firms' services as a third-party administrator within the past three (3) years and indicate the reason why. (**ATTACHMENT S**)

Proposers are permitted to include a maximum of five (5) additional pages of information not requested above, if you feel it may be useful and applicable to this RFQu.

QUALIFICATIONS-BASED SELECTION (QBS) PROCESS TO BE USED

The *Bay County Purchasing Policy* provides for the use of a Qualifications Based Selection (QBS) Process. This fair and rational procedure facilitates the selection of professional services based on qualifications and competence in relation to the scope and needs of the particular project. The committee is charged with implementing the QBS process and provide recommendations to the Bay County Executive and Bay County Board of Commissioners. Members of a QBS committee will review materials submitted by each person, compare, and rate them according to the selection requirements stated in this QBS.

The QBS process to be used for this project involves several steps:

1. The Bay County Board of Commissioners identifies the general scope of the work.
2. A selection schedule is established.
3. Qualification documents are requested.
4. Qualification documents are evaluated.
5. A short list of proposers who receive a maximum of 80% potential points is prepared for further consideration with the top three proposer(s) being interviewed and evaluated.
6. Interviews are conducted.
7. Individuals are ranked for selection.
8. A contract is negotiated with the top ranked individual.
 - a. If an agreement cannot be reached, those negotiations are ended and negotiations are begun with the second ranked individual and so on down the line, until agreement is reached and an individual selected.
9. All individuals involved receive post-selection communications.

GENERAL INFORMATION:

1. **CHANGES TO RFQu:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Firms shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential firms by e-mail.
2. **CONTACT INFORMATION:** To receive future communications related to this RFQu, possible firms are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at purchasing@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.

3. **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this RFQu, Firm agrees to be bound by this RFQu's terms and conditions. Proposals may be withdrawn by the Firm without penalty at any time before notification that the Firm's Proposal has been selected. However, if the Firm withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Firm shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Firm intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Firm's payment of the Liquidated Damages shall be Firm's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Firm's Proposal.
4. **RFQu, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFQu or receipt of Qualifications by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. **TAX-EXEMPT STATUS:** The County is a tax-exempt entity. A tax-exempt form will be provided to the successful firm.
6. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, the County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in the proposals may be subject to FOIA requests.
7. **INSURANCE:** The Firm shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Firm's services related to this RFQu and any resultant contract, whether such service be by the Firm individually or by anyone directly or indirectly employed by Firm, or by anyone for whose acts Firm may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned

vehicles, and all hired vehicles.

- d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Firm's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
 2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."
8. **NON-DISCRIMINATION:** In the performance of the proposal and resultant contract, firm agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Firm shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
 9. **COST OF DEVELOPING PROPOSAL:** The Firm shall be responsible for all costs incurred in the development and submission of its Proposal.

10. QUESTIONS: All questions about this RFQu must be received by **August 9, 2024**, 5:00 p.m. in writing, via email, to:

Frances Moore
Purchasing Agent
purchasing@baycounty.net

Every attempt to answer your inquiries will be made, however Bay County reserves the right to not answer any questions received after the **August 9, 2024**, due date.

Responses to any inquiries will be issued in one (1) Addendum no later than August 23, 2024, and will be sent to all known firms.

Correspondence or inquiries made directly from firms regarding their proposals are to be directed to those County employees designated above for appropriate review and response. In addition, the person listed above will issue all valid responses and changes to this RFQu. Contact with other County staff or a County Board of Commissioner could be reason for disqualification.

Any significant explanation desired by a firm regarding the meaning or interpretation of the Request for Qualifications must be requested with sufficient time allowed for a reply to reach all prospective firms to submit their qualifications. Any information given to a prospective firm concerning the Request for Qualification will be furnished to all prospective firms as an amendment or addendum to the Request for Qualification if such information would be of significance to uninformed firms. The County shall make the sole determination as to the significance to uninformed firms.

11. RESPONSIBILITY: Firms are solely responsible for ensuring their bid is received by Bay County Purchasing in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

Bay County Purchasing shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of qualification shall be made to Bay County Purchasing, Bay County Building, 7th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this request.

12. QUALIFICATION DELIVERY: Qualifications must be returned no later than **September 6, 2024 @ 11:00 A.M.** in a sealed envelope clearly marked **“PERSONNEL DEPARTMENT AGENT/BROKER FOR WORKER’S COMPENSATION TPA SERVICES AND EXCESS WORKERS COMPENSATION COVERAGE. SUBMIT TO PURCHASING IMMEDIATELY”**

Please provide five (5) printed copies of the submission and one cost envelopment (include with the submission labeled "Original"). The submissions may be hand delivered or sent by mail to Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or E-mail.

13. **QUALIFICATION OPENING:** There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All firms are invited to attend and hear the proposals read.
14. **QUALIFICATION REJECTION/ACCEPTANCE:** The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
15. **QUALIFICATION AWARD:** In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all firms of her intent to award the proposal to the Firm providing the best value to the County.
16. **CONTRACT:** The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful firm and the County. In submitting a proposal, the firm acknowledges that the contents of the RFQu will become incorporated within any formal agreement. This RFQu does not include every term and provision which shall be included in the formal agreement. In the event that the firm fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected firm, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a firm's suggested terms and conditions may be submitted with firm's Qualifications, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFQu shall be construed as any definitive acceptance by the County of Firm's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFQu, and last, the Firm's Proposal.
17. **DISPUTES:** In the event a firm disagrees with the recommendation of the Bay County Finance Officer concerning this award, the firm may obtain a Bid Protest Form from the Purchasing Office. This form must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**

ADA ASSISTANCE:

The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson
Corporation Counsel
Bay County Building
515 Center Ave. 4th Floor
Bay City, MI 48708-5128
(989) 895-4098
(989) 895-4049 TDD

Frances Moore, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
purchasing@baycounty.net

THIS QUALIFICATION PROCESS WILL BE CONDUCTED IN CONFORMITY WITH THE BAY COUNTY PURCHASING POLICY AS FOUND ON THE BAY COUNTY WEBSITE

www.baycounty-mi.gov

NON-BIDDERS FEEDBACK FORM

Bid #: 2024-19

Agent/Broker for Workers' Compensation TPA Services and Excess Workers Compensation Coverage

If you are not submitting a bid for this Bid, please indicate the reason(s) by checking off one or more items below and email this form to purchasing@baycounty.net.

- Unable to bid at this time but would like to receive future bid requests.
- Service(s) or material(s) not provided by our firm.
- Service(s) or material(s) we offer do not fully meet all the requirements specified.
- We cannot meet the timetable required.
- Insufficient time allowed for preparation and submission of bid.
- Specifications not clearly understood or applicable as follows: (ex. too vague, too rigid, etc.)
- Other: _____

Please remove our name from your bidders list for This commodity group
 These item(s) or material(s)
 All bids

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Email: _____

Phone: _____ Date: _____

Bid Response Cover Sheet

Bid #: 2024-19

Agent/Broker for Workers' Compensation TPA Services and Excess Workers Compensation Coverage

ALL BIDS MUST INCLUDE THIS COVER SHEET (OR THIS SHEET REPRODUCED ON LETTERHEAD) AS A COVER SHEET OR PAGE ONE (1) OF THE BID

TO: County of Bay
515 Center Ave, 7th Floor.
Bay City, MI 48708

FROM: _____

Company Name

an individual,

a corporation

(Please mark appropriate box),

Duly organized under the laws of the state of: _____

The undersigned, having carefully read and considered the Request for Qualifications (RFQu) for Agent/Broker for Workers' Compensation TPA Services and Excess Workers Compensation Coverage does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached Submission, including, by reference here, the County's RFQu document. Submissions must be signed by an official authorized to bind the provider to its provisions for at least a period of 120 days.

BY: _____

(Signature of authorized representative)

(Please Print Name and Title)

PRINCIPAL OFFICE ADDRESS:

Street Address: _____

City: _____

County: _____

State _____

Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

TIN #: _____

UEI #: _____

Bidders Check List

Bid #: 2024-19

Agent/Broker for Workers' Compensation TPA Services and Excess Workers Compensation Coverage

	YES	NO
1. I have read ALL the instructions and specifications.	_____	_____
2. I have read and acknowledge the information contained in the "General Information" section of the Bid.	_____	_____
3. I have filled in ALL the required documentation.	_____	_____
4. I have provided all required information per the guidelines specified within the bid document.	_____	_____
5. I am an officer of the company.	_____	_____
6. I have the authority to obligate my company.	_____	_____
7. I am returning the signed ORIGINAL and specified number of copies required per the bid document.	_____	_____
8. I have organized and labeled the bid per instruction.	_____	_____
9. I have retained a copy of the submission.	_____	_____
10. I have properly labeled the external envelope.	_____	_____
11. If successful, the "Insurance Requirement Certificate" from an insurance company licensed to do business in the State of Michigan will be provided within ten working days after Notification of the award.	_____	_____
12. I have provided the necessary information for the person responsible for follow-up.		

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

CERTIFICATION

Bid #2024-19

Agent/Broker for Workers' Compensation TPA Services and Excess Workers Compensation Coverage

The individual signing below certifies:

1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was solely developed and prepared without any collusion with any competing Proposer and/or Bay County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing proposer prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____

Email: _____

Date: _____

CLIENTELE

Bid #: 2024-19

Agent/Broker for Workers' Compensation TPA Services and Excess Workers Compensation Coverage

Number of Self-Insured Clients

Services Provided: _____

How will these services relate to Bay County's needs? _____

Number of Municipal Clients

Services Provided: _____

How will these services relate to Bay County's needs? _____

Number of County Government Clients

Services Provided: _____

How will these services relate to Bay County's needs? _____

Please add up to no more than five (5) pages of additional detail, if necessary.

PROPOSER WARRANTIES

Bid #: 2024-19

Agent/Broker for Workers' Compensation TPA Services and Excess Workers Compensation Coverage

1. Proposer warrants that the firm and/or individual will be an agent for the County and will at all times act within the best interest of the County.
2. Proposer warrants that the firm and/or individual will make recommendations on the best value for the County and disclose all other quotes relating to the specific recommendation.
3. Proposer warrants that the firm and/or individual is willing to disclose compensation paid based on the County's business.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

FEE PROPOSAL

Bid #2024-19

Agent/Broker for Workers' Compensation TPA Services and Excess Workers Compensation Coverage

The undersigned having become thoroughly familiar with and understanding all of the proposal/specifications and requirements herein, proposes to provide Third Party Workers' Compensation Claims Administration and Loss Control Service as specified as following:

Time Period	Annual Fee
January 1, 2025, through December 31, 2025	\$
January 1, 2026, through December 31, 2026	\$
January 1, 2027, through December 31, 2027	\$
January 1, 2028, through December 31, 2028	\$
January 1, 2029, through December 31, 2029	\$
TOTAL FOR FIVE (5) YEAR FIVE	\$

Hourly fee for additional loss control visits (cost of 40 hours of loss control visits is included in annual fee above): \$ _____ **Per Hour**

Case Take Over Fee

State whether the terms of this fee are one time, annual or other \$ _____ **Per File**

If "other" explain:

Identify all additional fees not included above. Specify in detail the amount of the additional fee and the service provided (attach additional sheet if necessary).

Service: _____ \$ _____ per

Service: _____ \$ _____ per