

# OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

682 PROSPECT STREET, BEREA, OHIO 44017



## REQUEST FOR PROPOSALS FOR THIRD PARTY ADMINISTRATOR (TPA) SERVICES WORKERS' COMPENSATION

RFP ISSUE DATE: MONDAY, AUGUST 6, 2018

INQUIRY PERIOD EXPIRY DATE: FRIDAY, AUGUST 24, 2018, 5:00 P.M.

RESPONSE DUE DATE: 5:00 P.M. FRIDAY, SEPTEMBER 7, 2018

### *SUBMITTED BY:*

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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*List of Attachments:*

1. Ethics Policy
2. Affidavit (non-collusion)
3. Small Business Enterprise
4. Client Information
5. Ohio Turnpike Questionnaire
6. Acknowledgment (corporate authority)

**Cover Letter**

**August 6, 2018**

**To: TPA Service Providers**

**RE: Ohio Turnpike and Infrastructure Commission (the "Commission") RFP  
for TPA Services for Workers' Compensation Claims**

The Ohio Turnpike and Infrastructure Commission ("Commission"), with the assistance of its insurance consultant, Crain, Langner & Co., is seeking to obtain and evaluate proposals for the Commission's Third Party Administrator ("TPA") services relating to its workers' compensation claims processing. This Request for Proposals ("RFP") is being distributed to all interested parties and is open and available to any qualified bidder. The Commission is enclosing materials you will need to evaluate the scope of work and in submitting your response for our review.

The following will summarize the background of the current arrangement and the requirements of your information for submission. The Commission and Crain Langner look forward to receiving and reviewing your Proposal. Please pay attention to the deadlines for submission as failing to timely submit Proposals shall be cause for rejection by the Commission.

THIS RFP IS ORGANIZED INTO EIGHT (8) PARTS:

- PART 1 EXECUTIVE SUMMARY
- PART 2 GENERAL INSTRUCTIONS
- PART 3 EVALUATION OF PROPOSALS
- PART 4 CONTRACT AWARDS
- PART 5 TPA SERVICES SPECIFICATIONS
- PART 6 LEGAL REQUIREMENTS
- PART 7 CONTACT INFORMATION
- PART 8 RFP ATTACHMENTS

**Part 1**  
**EXECUTIVE SUMMARY**

**1. BACKGROUND**

The Commission has traditionally self-administered its Workers' Compensation program, including claims in-house as a self-insured employer. The Commission now seeks to employ a TPA to handle these injured employee claims processing services. It is the intention of the Commission that the successful proposer will take over the management of and processing all open and new claims filed by Commission employees that remain pending or open during the stated contract period. The Commission remains committed to maintaining its self-insured status with the Ohio Bureau of Workers' Compensation ("OBWC") throughout the contract period.

**2. BASIS FOR QUOTATION**

The Commission is interested in soliciting competitive quotes which comport with specifications as detailed in this RFP. The Commission prefers to have all of its Workers' Compensation claims reporting and handling placed through a single source. In addition, the Commission would prefer a three-year (3) contract.

**3. ATTACHMENTS TO THE RFP**

The Commission has made every effort to present a clear, concise RFP to prospective respondents. In that regard, detailed claims, financial data, Commission policies and procedures, currently valued loss runs and detailed instructions comprise the RFP. Any supplemental information must be requested in writing keeping in mind a reasonable turnaround time based upon the RFP due date.

**4. PROPOSED IMPLEMENTATION DATE**

It is the desire of the Commission to fully implement and transfer management of all Workers' Compensation claims by January 1, 2019, if not sooner.

5. **DEADLINES AND DATES TO REMEMBER**

<b>Issuance of RFP:</b>	<b>August 6, 2018</b>
<b>Inquiry Period Expiry Date:</b>	<b>5:00 P.M. (E.D.T.), August 24, 2018</b>
<b>Proposal Due Date:</b>	<b>5:00 P.M. (E.D.T.), September 7, 2018</b>
<b>Commission Meeting:</b>	<b>10:00 A.M. (E.D.T.), October 22, 2018</b>

The Commission will reject any Proposals or unsolicited Proposal amendments that are received after the deadline. Proposals must be submitted via the Crain, Langner web portal as outlined below.

6. **POINT OF CONTACT AND INQUIRY PROCESS**

All inquiries should be forwarded in writing to the Commission and addressed via e-mail to the following contact person:

Mr. Daniel C. Buser and Mrs. Kelly Wierzchowski, Crain, Langner & Co.  
Consultants for the  
Ohio Turnpike and Infrastructure Commission  
Email: [dbuser@crainlangner.com](mailto:dbuser@crainlangner.com) and [kwierzchowski@crainlangner.com](mailto:kwierzchowski@crainlangner.com)

The Commission and its consultant, Crain, Langner & Co., will not entertain telephone calls. The Commission is committed to ensuring that all Vendors be given consistent information from which to prepare their Proposals. No exceptions will be made to this communication process.

If you have any questions, you must make such request for information via email to Crain, Langner at the above email addresses before the Inquiry Deadline of 5:00 P.M., (E.D.T.), Friday, August 24, 2018.

The Commission will compile answers to all questions and submit the entire list of questions and answers to all Vendors as soon as possible.

Should a Vendor desire to visit any Commission facilities or sites prior to submitting its Proposal, such arrangements must be made through Crain, Langner at the above email addresses.

7. **COMMUNICATION RESTRICTIONS**

From the release of this RFP until Proposals are submitted, and a contract is subsequently executed, prospective Vendors may not communicate with any Commission staff concerning this RFP except through the inquiry method. This does not apply to communication during the evaluation process if the Commission or Crain, Langner & Co. initiates the communication. If a Vendor engages in any unauthorized communication, the Commission may reject that Vendor's Proposal.

8. **PROPOSAL SUBMISSIONS AND RETURN DATE**

Your Proposal must be submitted via the Crain, Langner web portal and received no later than 5:00 p.m. E.D.T. on Friday, September 7, 2018. Proposals that arrive later than the designated time will not be considered. Instructions for accessing the web portal will be provided via email at a later date.

We look forward to reviewing your Proposal. Thank you for your consideration.

Sincerely,



Jennifer L. Stueber  
General Counsel  
Ohio Turnpike and Infrastructure Commission

cc: Director of Contracts Administration, Mark Musson  
Procurement Manager, Kevin Golick  
Crain, Langner & Co., Daniel C. Buser and Kelly Wierzchowski

## **Part 2** **GENERAL INSTRUCTIONS**

### **1. PROPOSAL INSTRUCTIONS**

Each Proposal must be organized and in order in the same manner and order in which the response items listed in the "Proposal Format" section below are ordered. The Commission wants clear and concise Proposals. The Vendor should take care to completely answer questions and meet the RFP's requirements. The requirements for the Proposal's contents and formatting are as follows:

### **2. PROPOSAL FORMAT**

Each Proposal must include sufficient data to allow the Evaluation Team to verify the total cost for the services provided and all of the firm's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Vendor may include any additional information it believes is relevant. Each Proposal must follow the format outlined below. All pages must be sequentially numbered.

Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal. Each Proposal must contain the following:

- A. Cover Letter – Must be signed by someone of authority from the Responding Vendor.
- B. Provide the names and résumés of team personnel proposed by the Vendor to be used on the Commission account.
- C. Sample copies of all reporting forms that the Vendor will utilize on a daily, weekly or monthly basis.
- D. Complete List of TPA Services to be provided and itemized cost proposal. (See Part 5 below)
- E. Any deviations from the TPA Services Specifications (Part 5) must be clearly identified and explained.

- F. Banking information and payment address.
- G. Completed, signed and notarized Non-interest/Non-collusion Affidavit (see Part 8, Attachment 2).
- H. Completed Questionnaire. (See Part 8, Attachment 6).
- I. Signed Acknowledgement Form. (See Part 8, Attachment 8).
- J. W-9 Form. (See Part 8, Attachment 9).

All Vendors are on notice that the Commission will not be liable for any costs incurred by a Vendor in responding to this RFP. No reimbursement of costs will be issued regardless of whether the Commission awards a contract through this process, decides not to go forward with the process, cancels this RFP for any reason, or contracts for TPA services through some other process or by issuing another RFP.

The Commission will reject any Proposals or unsolicited Proposal amendments that are received after the deadline. The Commission will reject late Proposals regardless of the cause for the delay.

Each Vendor must carefully review the requirements of this RFP and the contents of its Proposal. Once received, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Vendor acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The Vendor also agrees that a separate Services Contract (the form to be provided by Vendor and comport with the requirements of this RFP) will be the complete and exclusive statement of the agreement between the Commission and the Vendor and will supersede all communications between the Parties regarding the Agreement's subject matter.

The Commission may reject any Proposal if the Vendor takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Vendor's Proposal fails to meet any requirement of this RFP. The Commission may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the Vendors responding to this RFP.

**All Proposals must be acknowledged by an authorized representative of the Vendor.**

**3. SAMPLE CONTRACT**

The Proposal submitted shall include a sample Services Contract from the Vendor. This section of the Proposal should include comments with regard to any exceptions or conflicts to the respective needs of the Commission. The Vendor should include commentary regarding its willingness to amend any deviations from the Commission's desired services outlined in this RFP or any standard contract terms as identified below in Part 6, Legal Requirements of this RFP.

**4. WAIVER OF DEFECTS**

The Commission has the right to waive any defects in any Proposal or in the submission process followed by a Vendor. The Commission also may allow any Vendor with defective or incomplete Proposals to correct or revise those Proposals, as appropriate. But the Commission will only do so if it believes that it is in the Commission's interests and will not result in an unfair advantage for the Vendor.

**5. MULTIPLE OR ALTERNATIVE PROPOSALS**

The Commission will allow multiple Proposals from a single Vendor, but the Commission requires a separate submission for each such Proposal. Additionally, each separate submission must include all materials, information, documentation and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials from another Proposal made by the Vendor or refer to another Proposal. (For multiple or alternate Proposals, a separate Bid Form must be completed and separate excel spreadsheet uploaded with each separate submission). Separate submissions must, at a minimum, be contained in separate binders.

**6. AMENDMENTS TO PROPOSALS**

Amendments or withdrawals of Proposals will be allowed only if the amendment or withdrawal is received before the Proposal due date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

7. **AMENDMENTS TO THE RFP**

If the Commission decides to revise this RFP before the Proposal due date, amendments will be announced using the Commission's inquiry method and will be made available to all prospective Vendors. After the submission of Proposals, amendments will be distributed only to those Vendors whose submissions are under active consideration. Should the Commission make amendments to the RFP after Proposals have been submitted, the Commission will permit Vendors to withdraw their Proposals within five (5) business days after the amendment is issued. This withdrawal option will allow any Vendor to remove its Proposal from active consideration should the Vendor feel that the amendment changes the nature of the transaction so much that the Vendor's Proposal is no longer in its interests. Alternatively, the Commission may allow Vendors that have Proposals under active consideration to modify their Proposals in response to the amendment, as described below.

Should the Commission make an amendment after the Proposal due date, the Commission will inform all Vendors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the amendment. Any time the Commission amends the RFP after the Proposal due date, a Vendor will have the option to withdraw its Proposal even if the Commission permits modifications to the Proposals. If the Vendors are given the option to modify their Proposals, the Commission may limit the nature and scope of that option. Unless otherwise stated in the Commission's notice, modifications and withdrawals must be made in writing and must be submitted within five (5) business days after the amendment is issued. This procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to the Commission at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than the Commission has authorized may be rejected and treated as a withdrawal of the Vendor's Proposal.

**Part 3**  
**EVALUATION OF PROPOSALS**

**1. REJECTIONS OF PROPOSALS**

The Commission may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that the Commission believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, the Commission may cancel this RFP, reject all the Proposals, and seek to acquire TPA services through a new RFP or other means.

**2. EVALUATION OF PROPOSALS GENERALLY**

The evaluation process may consist of up to four (4) distinct phases:

- A. The General Counsel's Initial Review of all Proposals for defects.
- B. The Evaluation Team's Evaluation of the Proposals.
- C. Request for Additional Information (Interviews, Presentations, and/or Demonstrations).
- D. Negotiations.

It is within the purview of the Evaluation Team to decide whether Phases C and D are necessary. The Evaluation Team will initially make this decision before the evaluation process begins. But, the Evaluation Team has the right to eliminate or add Phases C and/or D or add or remove sub-phases to Phases B through D at any time if the Team believes doing so will improve the evaluation process.

**3. CLARIFICATIONS**

The Evaluation Team may request clarifications from any Vendor under active consideration and may give any Vendor the opportunity to correct defects in its Proposal. The Evaluation Team must believe that doing so does not result in an unfair advantage for the Vendor and it is in the Commission's interests to do so.

**4. INITIAL REVIEW**

The General Counsel will review all Proposals for their timeliness, format, and completeness. The General Counsel will normally reject any late, incomplete, or incorrectly formatted Proposal, though the General Counsel may elect to waive any defects or allow a Vendor to submit a correction.

If a late Proposal is rejected, the General Counsel will not evaluate it for format or completeness.

The General Counsel will forward all timely, complete, and properly formatted Proposals to the Evaluation Team, which will be comprised of both Commission staff and personnel from Crain, Langner & Co., the Commission's consultant.

**5. EVALUATION TEAM REVIEW OF THE PROPOSALS**

The Evaluation Team will evaluate and numerically score each Proposal that the General Counsel has forwarded to it. The evaluation will be completed in accordance with the criteria contained in this Part of the RFP. Attachments to this RFP may help to further refine these criteria, and the Evaluation Team has reserved the right to break these criteria into components and weigh any components of a criterion according to their perceived importance. (See attached score sheets).

In conducting the review, the Evaluation Team may utilize what is known as the PMIQ technique (Plus, Minus, Interesting, Questions). For each of the criteria listed, on a separate sheet before scoring each Proposal, the Evaluation Team will list the pluses, minuses, interesting points and those about which they have questions. These factors will make it easier for them to determine a score for each category and ultimately to reach a consensus. (See attached PMIQ sheets and score sheets).

If the Evaluation Team finds that one (1) or more Proposals should be given further consideration, the Team may select one (1) or more of the highest ranked Proposals to move to the next phase. The Evaluation Team may alternatively choose to bypass any or all subsequent phases and make an award based solely on the evaluation phase.

This RFP asks for responses and submissions from Vendors, most of which represent components of the selected criteria. While each criterion represents only a part of the total basis for a decision to enter into an Agreement with a Vendor, a failure by a Vendor

to make a required submission or meet a mandatory requirement will normally result in a rejection of that Vendor's Proposal. The value assigned to each criterion is only a value used to determine which Proposal is the most advantageous to the Commission in relation to the other Proposals that the Commission received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

If the Evaluation Team does not receive any Proposal that meets all the mandatory requirements, the committee may cancel this RFP. Alternatively, if the Evaluation Team believes it is in the Commission's interest, the Team may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the Evaluation Team may consider one (1) or more of the highest-ranking Proposals. But the Evaluation Team may not consider any lower-ranking Proposal unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that the highest-ranked Proposal contains a failure to meet a mandatory requirement that the Evaluation Team believes is critical to the success of the RFP's objectives. When this is so, the Evaluation Team may reject that Proposal and consider lower-ranking Proposals. But, before doing so, the Evaluation Team must notify the Vendor that submitted the highest-ranked Proposal of the situation and give that Vendor an opportunity to cure the critical mandatory requirement. If the highest-ranked Vendor cures its failure to meet a critical mandatory requirement, its Proposal will continue to be considered. But if the Vendor is unwilling or unable to cure the failure, its Proposal may be rejected.

The Evaluation Team then may continue to consider the other remaining Proposals and shall repeat the above process with the next highest-ranking Proposal.

## **6. SCORING CRITERIA AND SCORE SHEETS**

**Financial Ability.** The Vendor's qualifications in the public entity workers' compensation claims management industry are major criteria. In addition, the Vendor's ability to perform under the Services Contract is a critical component in this process. This RFP expressly requires the submission of audited financial statements from all Vendors in the Proposal contents attachment.

In evaluating a Vendor's financial ability, the Evaluation Team will evaluate whether the responding Vendor's financial position is adequate or inadequate on a pass/fail basis. If

the Evaluation Team believes the responding Vendor's financial ability is not adequate, that decision will be a fatal one for the Vendor's Proposal, and the Team may reject the Proposal despite its other merits.

Legal Requirements. The selected Vendor by their participation in this process, understands, certifies and agrees to be bound by the rules and regulations promulgated by the Commission and contained in this RFP. No score is affiliated with this aspect of the RFP and it will be evaluated on a pass/fail basis.

Scored Categories. There are four (4) categories that are important to the Commission when reviewing Proposals submitted for a Worker's Compensation TPA Services Contract. The four (4) categories are then evaluated in the score sheets to follow that makeup the required services. A number of points are established for each category based upon the importance of that category to the overall Proposal. The criteria to be considered by the Evaluation Team and available points are:

- A. Services – Do proposed services meet or exceed specifications – 45 points.
- B. Pricing – Overall competitiveness of Proposal - 35 points.
- C. Customer Service/References – 20 points.
- D. Willingness to Comply with Legal Requirements – Pass/Fail.

Total Possible Score for each of the four (4) components is = 100 Points. (See score sheets that follow for breakdowns).

## 7. INTERVIEWS AND PRESENTATIONS

The Evaluation Team may require some Vendors to interview with the Team and make a presentation about their Proposal. References will also be checked thoroughly during this phase of the process. Such activities provide a Vendor and the Commission with an opportunity to clarify the Proposals submitted and to ensure a mutual understanding of the Proposal's content. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the Evaluation Team and will be held at the Commission's administration offices.

## **8. CONTRACT NEGOTIATIONS**

The final phase of the evaluation process is contract negotiations. Contract negotiations will be held at the Commission's offices. Negotiations will be scheduled at the convenience of the Evaluation Team. The selected Vendor must negotiate in good faith.

Negotiations may be conducted with any Vendor that submits a competitive Proposal, but the Evaluation Team may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the Vendor's Proposal, as appropriate. Any Vendor whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.

Should the initial evaluation process result in only one (1) top-ranked Proposal, the Evaluation Team may limit negotiations to only that Vendor and not hold negotiations with any lower-ranking Vendor. If negotiations are unsuccessful with the top-ranked Vendor, the Evaluation Team may then go down the line of remaining Vendors, according to rank, and negotiate with the next highest-ranking Vendor. Lower-ranking Vendors do not have a right to participate in negotiations conducted in such a manner.

If the Evaluation Team decides to negotiate with all the remaining Vendors, or decides that negotiations with the top-ranked Vendor are not satisfactory and negotiates with one (1) or more of the lower-ranking Vendors, the Evaluation Team will then determine if an adjustment in the ranking of the remaining Vendors is appropriate based on the negotiations. The Services Contract award, if any, will then be based on the final ranking of Vendors, as adjusted.

Auction techniques that reveal one (1) Vendor's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal must be reduced to writing by the Vendor as described below.

Following negotiations, the Evaluation Team may set a date and time for the submission of best and final Proposals by the remaining Vendor(s) with which the Team conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, the Evaluation Team need not require the submissions of best and final Proposals.

If best and final Proposals are required, they may be submitted only once, unless the Evaluation Team makes a written determination that it is in the Commission's interest to conduct additional negotiations. In such cases, the Evaluation Team may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If a Vendor does not submit a best and final Proposal, the Vendor's previous Proposal will be considered the Vendor's best and final Proposal.

It is entirely within the discretion of the Evaluation Team whether to permit negotiations. **A Vendor must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal.** The Evaluation Team is free to limit negotiations to particular aspects of any Proposal, to limit the Vendors with which the Team wants to negotiate, and to dispense with negotiations entirely.

From the opening of the Proposals to the award of the Services Contract, everyone working on behalf of the Commission to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information from other Vendors, and the Evaluation Team will not be allowed to inform one (1) Vendor about the contents of another Vendor's Proposal in order to gain a negotiating advantage.

Before the award of the Services Contract or cancellation of the RFP, any Vendor that seeks to gain access to the contents of another Vendor's Proposal may be disqualified from further consideration.

**9. FAILURE TO NEGOTIATE**

If a Vendor fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Commission may terminate negotiations with that Vendor.

**10. FINAL RECOMMENDATION TO THE EXECUTIVE DIRECTOR**

Once all Proposals have been reviewed, scored, ranked and any contract negotiations have been completed, the Evaluation Team's findings will then be drafted into a recommendation to the Executive Director. Thereafter, the Services Contract may need to be approved by the Commission membership at a meeting which has been duly

noticed and held in accordance with Ohio's open meeting law (ORC §121.22). It is anticipated that this will occur at the regularly scheduled meeting of the Ohio Turnpike and Infrastructure Commission, presently scheduled for October 22, 2018.

**Part 4**  
**CONTRACT AWARDS**

**1. CONTRACT AWARDS**

The Commission plans to award the Services Contract for Workers' Compensation TPA Services on or around October 22, 2018, if the Commission decides the award is in its best interests and has not changed the award date.

In awarding the Services Contract, the Commission will issue a letter of intent to the selected Vendor. The letter will include two (2) originals of the Services Contract (the Contract) to be signed by the selected Vendor. The selected Vendor will have ten (10) business days to return the two (2) signed Contracts to the Commission. After the Commission receives these two (2) signed Contracts, the Commission's duly authorized representative will sign the Contracts and return one (1) original to the selected Vendor. The Contract will not be binding on the Commission until all other prerequisites identified in the RFP have occurred, such as that the selected Vendor has provided proper insurance certificates to the Commission.

**2. SERVICES CONTRACT**

If this RFP results in a Services Contract award (the "Contract") to any Vendor, the Contract will consist of the Commission's/selected Vendor's contract form. The Contract will also include any materials incorporated by reference in documents mutually as agreed by the parties.

**Part 5**  
**TPA SERVICES - SPECIFICATIONS**

**1. GENERAL SPECIFICATIONS**

**A. Scope of Work**

**1. Services Required**

As the Commission's Workers' Compensation TPA, the selected Vendor will be required to administer third-party claims on behalf of the Commission, which qualifies as a self-insured employer in compliance with Ohio Revised Code Chapter 4123 and Ohio Administrative Code Chapter 4123-19, including but not limited to the following services and system requirements:

- **Claims Settlement.** The Commission reserves all rights to settlement of any and all claims and will take into consideration the recommendations of the selected Vendor with regard to claims settlement.
- **Process payment of compensation to the eligible injured workers** (in coordination with the Commission's Payroll Department) upon providing the sufficient review by a qualified professional to verify the information provided by the injured worker, medical codes and appropriate/accurate charges as determined by the OBWC.
- **Provide a Claims Reporting System**, to both the Commission and the OBWC, including certain reportable events that have time limits such as lost time or fatalities.
- **Provide a Claims Information and Management System**, to include closed claim data.
- **Provide full customer services to the injured workers**, including notification of incomplete First Report of Injury form, denial of a claim (including setting forth the reason for the denial), or allowance of a claim, as appropriate.
- **Pay claim related invoice payments and settlement issuances**; the Commission reserves the right to audit invoices upon request.
- **Deliver monthly and annual reports to the Commission** that shall include the Monthly Activity Report (to include new claims filed, hearings scheduled, expenses paid, etc.), the Reserve Change in

Period (monthly report), the Loss Run Summary (monthly and annually), and the Claim Activity Summary (monthly and annually) and other reports as needed to assist the Commission's General Counsel, including but not limited to any settlements paid, types of claims filed, types of claims denied, and recommendations to adjust and set reserves as required by the OBWC.

- Deliver annual and quarterly reports to the OBWC as required by ORC Chapter 4123 and by OAC Chapter 4123-1 through 4123-21, including but not limited to the Annual Report of Paid Compensation and Reserves on OBWC form SI-40 (via online) in compliance with OAC §4123-19-03(J).
- Recommend dollar amounts to the Commission on a monthly basis for setting reserves to book in its financial statements reflecting an actuarially generated reserve adequate to pay projected workers' compensation claims for the applicable period of time, as required for all self-insured public employers by ORC §4123.35.
- Recommend any cost containment plans, programs or training.
- Respond to requests for audits by the OBWC.
- Maintain the Commission's self-insured status by filing renewal application (on OBWC form SI-7 via online), and complying with any and all other procedures as identified in the Procedural Guide for Self-Insured Claims Administration as published by the OBWC (at <https://www.bwc.ohio.gov/downloads/blankpdf/siclmsprocedureguide.pdf>) and any and all other reporting requirements and filings to receive the annual self-insured status certificate from the OBWC.

## 2. Claims Settlement Authority

The selected Vendor shall not have the authority to settle Workers' Compensation claims. The Commission reserves all rights to settlement of any and all claims and will take into consideration the recommendations of the selected Vendor with regards to claims settlement. The Commission's General Counsel will have final authority to approve or deny any offers for settlements of claims.

### 3. Claims Reporting System

It is the desire of the Commission that the selected Vendor provide all reporting services expected of a TPA, including, but not limited to, the following:

- Establishing a twenty-four-hour, seven day a week, electronic claims reporting system.
- The system will also allow an injured employee or supervisor to report injuries directly via email or telephonically using an 800 number. The nurse call line, 800 telephonic service, nurse triage service and first report of injury electronically transmitting service shall all be a part of the selected Vendor's negotiated Contract price. No additional fees shall be payable for these services.
- Handle intake of claims entirely, including incident only claims. The Commission shall not be expected to enter any claims.
- Designated Commission personnel must have full access to the entire claims file to include color photos and copied information such as recorded statements, witness statements, police reports, and claimant statements.
- Provide access to a customizable current loss run electronically on a Windows/web based system as requested electronically by the Commission. It is expected that users may request multiple loss runs during any calendar month. The loss run shall list each reported injury by the date of the occurrence. Loss runs shall provide a very detailed description of the injury, total medical paid to date, total expected paid to date, total indemnity paid to date and total indemnity expected. The loss run shall be distributed each month by the selected Vendor.

All refinements, updates and modifications to the claims reporting system will be at the expense of the selected Vendor to provide. No additional connection fees or other additional charges shall apply during the length of this contract. It is expected that the claims system be maintained operationally functional and up-to-date through the life of the Contract.

All material contained in the claims file system becomes the permanent property of the Commission. If the Contract with the selected Vendor expires or is not renewed for any reason, the selected Vendor shall transfer all claims to the Commission in a format specified by the Commission within a time frame of five business working days. There shall be no additional charge for transfer of claims data to the Commission or its agent.

4. Nurse Care Management System

The selected Vendor shall provide a nurse care management system for all Workers' Compensation bodily injury claims other than medical only/first aid cases. All injuries other than medical only/first aid are to be followed by at least a TPA appointed nurse care manager from beginning to end. The cost for this service shall be billed as a part of the Contract fee.

For all reported events of bodily injury cases other than medical only/first aid cases, the injured employee or supervisor will speak with a care management nurse regarding the extent of the injury and where the injured worker desires to go for treatment. The nurse will direct cost effective treatment, record information and complete an electronic report of injury form and distribute that electronically to the Commission and the selected Vendor within sixty (60) minutes of the report being received. The nurse shall also dispatch a nurse care manager to the treating location if the injury is life threatening or involves serious injuries such as paralysis, intensive care or broken or amputated body part. If such an injury occurs the nurse shall also notify the Risk Manager, Claims Analyst and Senior Safety Administrator.

The system shall be reviewed twice a year to determine cost effectiveness and value of the nurse care management system. Should the nurse care management system not prove to be cost effective or work in the direction of the Commission Risk Manager, the nurse care management system shall be modified or changed to meet the needs of the Commission during the life of the Contract.

5. Claims Information and Management System

The selected Vendor shall deliver a claims information system which the Commission employees and legal staff shall be able to utilize to access real

time claims information. The claims information system shall be tailored to the requirements of a self-insured employer. The Claims Information shall be web based and access all claims on file with the selected Vendor. The claim information system shall be easy to use (as determined by the Commission), will incorporate all attachments and photos in one system and the maintenance of the system shall be the sole responsibility of the selected Vendor to maintain twenty-four hours a day, seven days a week.

All refinements, updates and modifications to the claims system will be at the expense of the selected Vendor. No additional connection fees or other additional charges shall apply during the length of this Contract. It is expected that the claims system be maintained operationally functional and up-to-date throughout the life of the Contract. Should the selected Vendor claims system fail to operate at Commission facilities as a result of the selected Vendor system "crashing" (system becomes inoperable and unable to provide services as a result of Vendor server or other Vendor provided system products or equipment) a percentage of the monthly Vendor fee shall be subtracted from the total fee for the month. Anytime the system is not available for more than three business days in a calendar month, the monthly bill shall void, and payment waived for the month. Should the claims system "crash" or become disabled due to system difficulties or corruption, systems shall be repaired and replaced at no additional expense to the Commission. Requests for service and/or backup shall occur within two (2) business hours of notification.

The claims files shall provide information on Commission Department and Operating Division in which the claim occurred. Claims shall be identified and broken down by name of claimant, location, reserves (medical, legal, and indemnity, paid to date). The electronic report shall also state the cause of the claim, current expense to date and future expenses incurred by medical and indemnity. Adjuster notes shall also be accessible to the Commission.

Prior to Contract implementation, the selected Vendor shall install its system on the Commission's computers, train all Legal and Risk Management employees in system operations and provide re-training as needed.

All systems shall be up and running and operationally functional within thirty days of Contract execution. There shall be no additional expenses for

training, set up, re-training or maintenance of the claims system. System updates and improvements to the claims system shall occur as modifications to claims system become available at no additional expense to the Commission. Claims system construction and interfaces must be approved by the Commission's General Counsel.

The Commission shall have complete access to the entire claim reporting system including all photographs and attachments related to each claim. The Commission may designate representatives from each department to have access to the system, but only to the extent of their respective department.

All material contained in the claims file system becomes the permanent property of the Commission and must be retained in accordance with Ohio law. If the Contract with the selected Vendor expires or is not renewed for any reason, the selected Vendor shall transfer all claims to the Commission or its designated representative in a format specified by the Commission within a time frame of five business working days. There shall be no additional charge for transfer of claims data to the Commission or its designated representative.

6. Customer Service Responsibilities

Vendor supervisors and adjusters shall employ acceptable customer service procedures for injured workers which are agreeable to the Commission's philosophy of claims management.

The selected Vendor shall develop an agreed set of operating procedures which shall apply to the handling of Commission claims. These set of operating instructions shall be developed and provided to the Commission and shall be amended and updated yearly or as needs or requirements change. Written operating claims procedures shall be provided at no additional cost by the selected Vendor.

7. Reporting and Operational Responsibilities

The first business day of each month for the preceding month and the 16<sup>th</sup> day of the month for the first two weeks of the month (as determined by the Commission's Payroll cycle), an automatic report will be generated by the

selected Vendor to the Commission showing when and where the injury occurred, current treatment plan, status of employee (off work, light duty, where working,) expected date to return to work.

The selected Vendor shall produce automatic graphic reports monthly that will show largest claims currently open by division and operating location with type of injury, part of body, cause of injury, current reserve, dollars spent to date, total incurred, claim number, injury number and name of claimant. The history of the claimant shall be visible as to the number of injuries that have occurred during the employee's tenure with the Commission. Additional loss prevention reports may be custom produced as required and stated.

The selected Vendor shall interview all Commission Risk Management staff members and produce a written set of operating procedures to be followed related to claims adjusting and specific instructions. These instructions shall be upgraded yearly during the first month of each Contract year.

The selected Vendor shall perform daily back up of all data contained in the electronic files. Tapes shall be encrypted and stored off site at a secure location, which shall be approved by the General Counsel.

The assigned adjuster shall participate in quarterly claims meetings to discuss the status of ongoing Workers' Compensation claims (as needed) with the Commission's General Counsel. The quarterly meeting will be arranged so that a conference call will be placed to the assigned adjuster. The purpose of the meeting will be to familiarize each member of the committee on the status of ongoing claims. The meeting will also serve to provide settlement authority, when appropriate, to the assigned adjuster to prevent escalation of litigation. The assigned adjusters will create an agenda for each meeting at least ten calendar days prior to the meeting date for approval by the General Counsel.

Vendor shall prepare the annual application for the Commission to maintain its self-insured status.

8. Invoice Payment Processing

The selected Vendor will be responsible for the processing and payment of all medical service provider invoices, *i.e.* physicians, hospitals, ambulatory services, *etc.* Further, the selected Vendor shall coordinate with the Commission's Payroll Services department and Human Resources department to determine any other forms of compensation, including, but not limited to, unused sick pay, temporary total disability benefits or other benefits that may be available to a potential claimant. The selected Vendor and Commission personnel shall coordinate the preferred method for utilizing Commission funds for the payment of any and all invoices.

9. Commission Responsibilities

The Commission will provide employee information necessary to set up a claim within three (3) working days of receipt of report (target is twenty-four (24) hours from receipt). Average Weekly Wage Report will be provided by the Commission within one (1) week of receipt of report or as soon as possible, thereafter.

The management of the selected Vendor contact and the day-to-day supervision of services provided by the selected Vendor will be the responsibility of the Vendor.

**2. QUALIFICATIONS AND REQUIREMENTS OF PROPOSERS**

**A. Vendor**

1. May be any person or firm qualifying and licensed as a TPA provider under the requirements of the applicable laws of the State of Ohio.
2. Shall include documentation/information in their proposal substantiating experience with operations and facilities comparable to the Commission.
3. Shall furnish written evidence of the ability to indemnify the Commission for any monetary loss of at least two million dollars

(\$2,000,000) incurred by the Commission due to an error or omission on the part of said Vendor, or any employees or sub-contractors thereof in providing or purporting to provide such claims handling services as outlined in this RFP. A certificate of insurance evidencing Errors and Omissions coverage shall be submitted with your proposal. If any part of your proposed services are not covered by your Errors and Omission coverage, please describe such exclusions or exceptions.

4. Shall specifically disclose in detail any relationship, engagement or contract between the Commission and its officers and employees, and the Vendor, or any of its affiliates, parents, or subsidiaries.
5. Shall be experienced in Ohio government entity Workers' Compensation claims handling for a self-insured employer.

**B. Fees**

1. Proposals should specify the amount of expected compensation. Vendor shall submit a detailed pricing proposal for the services to be provided. The proposal price should include a "not to exceed" fee for the services to be performed, inclusive of worked time in hours. The successful Vendor shall provide and disclose in writing to the Commission annually, all compensation received or earned in connection with the services provided. Such disclosure shall specify the amounts of compensation so received, the basis for such compensation and the payer of such compensation.
2. Detail any costs for additional in-house services, if any. State hours your firm will be available. State whether your firm will have emergency contact availability and/or if there are any additional costs for such events.

**C. Relationship**

Each proposer shall be prepared to agree, and shall agree, that the relationship between the Commission and the successful Vendor shall be deemed a special relationship based on the confidence and trust reposed in that Vendor by the Commission, and the Vendor providing the Commission

with various consultative services relating to the Commission's Workers' Compensation claims. The successful Vendor shall perform all services in good faith, with reasonable diligence, and in accordance with the highest applicable ethical and professional standards.

**D. References and Experience**

1. Submit a minimum of three (3) references in which proposer has recently or currently held government entity contracts similar in size and scope to the program requested by the Commission, including any self-insured employers. List the name of entity, contact person, current address, current phone number, length of term of contract and size of entity
2. State reason for termination of past contracts not currently in effect. State whether your firm has been terminated for cause or has had any litigation regarding a current or past contract for similar services.

**E. Service Requirements**

1. Policy & Technical Service
  - a. Commit to record storage for at least ten (10) years.
  - b. Meet as needed with General Counsel.
  - c. Deliver an annual report summarizing prior year's claims, types of claims, location of claims, policy and procedural changes (if any), loss details, loss control recommendations, *etc.* on or before February 15 of each calendar year for the previous calendar year.
  - d. Vendor must demonstrate experience and expertise and offer suggestions and solutions related to claim management of claims processing.
  - e. Proposal must include a description of your TPA services experience, along with your capabilities and experience in

servicing entities comparable to the Commission in terms of financial, geographic, size, complexity, operations, activities, and property holdings.

- f. Provide an organizational chart for the service team. Identify the lead representative and the number of years' experience in their current job for each individual; describe his/her relevant experience and expertise. State whether this person will be assigned to the day-to-day service responsibilities. Identify the person(s) responsible, if different than the lead representative and his/her/their respective roles. Provide the number of full-time employees in the office who will serve the account as well as for the entire company.

### 3. **PROPOSALS**

In addition to all of the submission requirements listed in Part 2 of the RFP, proposals shall address all of the following:

- A. Contract terms for a period of three (3) years will be deemed to be most favorable. The availability of installment payments at no additional expense is preferred.
- B. Responding Vendors shall attach a description of unusual or specific features which will be provided in their proposal and shall delineate with specificity any and all differences the proposal offers compared to the Specifications.
- C. The Commission will not schedule presentations or interviews for Vendors; however, the Commission reserves the right to request presentations or interviews as needed.

**Part 6**  
**LEGAL REQUIREMENTS**

**1. GENERAL LEGAL REQUIREMENTS TO BE INCLUDED IN THE CONTRACT**

In addition to the requirements outlined in the previous Sections of this RFP, the selected Vendor shall be required to adhere to the rules and regulations promulgated by the Commission and to all terms contained herein. In submitting a Proposal, the selected Vendor agrees to be bound by the terms and conditions set forth in this Part 6 of the RFP.

**A. Termination**

The Commission may voluntarily terminate its relationship with the Vendor at any time by giving prior written notice to the selected Vendor. If the Commission terminates the relationship pursuant to this Section, the selected Vendor shall be paid any brokerage fees it earned for any benefits provided up to the dismissal date.

**B. Insurance**

The selected Vendor certifies that it has a Commercial Liability Insurance Policy, a summary of which shall be provided with its response to the RFP. Certificates of Insurance must be provided evidencing the required amounts and types of coverage. Insurance coverage shall remain in full force and effect through the duration of any Contract between the Commission and the selected Vendor.

Immediately upon the execution of a Contract with a selected Vendor, the selected Vendor shall forward to the Commission certificates of insurance naming the Commission as an additional insured, which show that the selected Vendor is insured by an insurance company or companies approved by the Commission. Said insurance shall be with a company or companies authorized to do business in the State of Ohio and which are rated A- or better by A.M. Best and a financial size VIII or greater and shall be maintained in full force and effect as long as the Vendor operates under the Contract. Such insurance policies shall protect the selected Vendor from liability and claims for damages for bodily injury, including wrongful death, personal and advertising liability, and for damages to property caused by an accident arising from the selected Vendor's performance of TPA services.

Said insurance shall provide that in the event of cancellation or expiration of the policy, a thirty (30) day advance notice thereof will be given to the Commission.

The selected Vendor shall purchase and maintain Commercial General Liability insurance, for liability and claims for damages for bodily injury, including wrongful death, personal and advertising liability and for damages to property caused by an accident, including employer's liability, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Coverage shall be on an occurrence form and include contractual liability.

The selected Vendor shall, at its own expense, also purchase and maintain Commercial Automobile Liability Insurance covering liability and damages arising out of the ownership, maintenance or use of all owned, non-owned, and hired automobiles including mobile equipment in an amount of not less than a Combined Single Limit of \$1,000,000 for Bodily Injury and Property Damage.

The selected Vendor shall, at its own expense, also purchase and maintain Professional Liability Insurance (Errors and Omissions) covering liability and damages arising out of or resulting from professional services rendered, or which should have been rendered, with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate. Professional Liability insurance may be written on a claims-made basis.

The insurance policy or policies shall be primary and non-contributory. Said policies shall provide cross liability coverage. The above-described certificates of insurance shall be delivered to and remain in the custody of the Commission and each shall be in form and words satisfactory to the Commission's Risk Management Coordinator.

The selected Vendor shall also maintain, until the Contract has been fully and completely performed, Ohio Workers' Compensation Insurance covering all the employees who engage in any work in connection with the performance of the Contract, except employees hired in a state other than Ohio who will not engage in any work in the State of Ohio.

**C. Indemnification**

**i. General**

The selected Vendor agrees and shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Commission as decided in its sole discretion, defend or pay for the defense of the Commission, Commission members, Executive Director, directors, officers, agents, representatives, and employees (the "Indemnified Parties") from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages, (including fines, penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys' fees and any other costs of defense) of every kind, nature, or description arising out of or in connection with, caused by, resulting from, or occurring during the course of the performance of this Contract, whether directly or indirectly, where such liability is:

- a) founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the selected Vendor, its officers, employees, agents, independent contractors or subcontractors (or subcontractors or independent contractors thereof), or any other person or party for which the selected Vendor is legally liable, and
- b) is attributable in any manner and to any extent to bodily injury, personal injury, sickness, disease or death of any person, loss of revenue, delay, or the injury to or damage, destruction, or loss of use of property.

**ii. Conditions**

The indemnity obligations under the Contract shall survive its expiration or earlier termination. Should the Commission elect to have the selected Vendor defend one or more of the Indemnified Parties, the Commission shall have the right, but not the obligation, to associate in such defense, whether directly or through outside legal counsel, or both. Nothing herein shall require the selected Vendor to reimburse the Commission for damages or liabilities solely caused by the negligent acts, errors or omissions of one or more of the

Indemnified Parties. Between the selected Vendor and the Commission, for purposes of fulfilling the Vendor indemnity obligations hereunder, the Vendor waives any immunity derived from compliance with the Workers' Compensation Laws of the State of Ohio. The indemnity obligations of the selected Vendor shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by the Vendor.

**D. Performance Warranty**

Per the Contract, the selected Vendor will warrant to the Commission that, during the term of the Contract, (i) Vendor's work performed to provide the TPA Services (as will be defined in the Contract) will be performed by qualified personnel in a professional, and workmanlike manner consistent with the prevailing standards of the workers' rights laws of the State of Ohio, the rules and regulations of the Bureau of Workers' Compensation (as set forth in the Ohio Administrative Code 5537) and the workers' compensation industry; (ii) the Vendor's computer software program designed to process the Commission's workers' compensation claims will have all of the features and functions necessary for Vendor to timely and accurately perform the TPA Services in accordance with OBWC rules and regulations, and the user guides furnished to Commission; (iii) the TPA Services and Vendor's computer software program will be and remain compatible with the Commission's core processing middleware specification and/or batch files; and (iv) the TPA Services and Vendor's computer software program will comply with and meet the requirements to perform the TPA Services as set forth in the Contract.

As an inducement for the Commission to enter into a Contract, the Vendor shall represent to the Commission that the Vendor is not a party to any contract, agreement or understanding which prevents, prohibits or limits the Vendor in any way from entering into and fully performing the Vendor's services and obligations as described in this RFP and memorialized pursuant to the Contract and any other duties and responsibilities in connection therewith or that may be assigned to the Vendor thereunder.

**E. Records Retention, Audits and Inspection**

The selected Vendor shall maintain all pertinent financial and accounting records, and evidence pertaining to its Contract with the Commission in accordance with generally accepted accounting principles and other procedures specified by the State

of Ohio. Financial and accounting records shall be made available for review or audit upon request by the Commission or the Ohio Auditor of State's office at any time during the period of the Contract for eight (8) years after the expiration date and final payment on any ensuing Contract, whichever is later.

**F. Payment to Selected Vendor**

Unless otherwise agreed to, payments to a selected Vendor shall be made monthly pursuant to the agreed upon fees. Invoices shall be due and payable by the Commission within thirty (30) days from the date of receipt thereof.

All bills invoiced by the selected Vendor and received by the Commission after the 15<sup>th</sup> of the month will be paid the following month. The exception to the above is in the case of disputed or questioned invoices or invoices received without proof of performance.

The selected Vendor and all approved subcontractors and any other authorized subcontractors participating in the Commission's Equity and Inclusion Program shall use the secure web-based system to submit project information including, but not limited to, entitlement to payment for services performed under each invoice submitted and other information related to participation. The selected Vendor shall, and shall require each certified participant to, utilize the Commission's Compliance and Certification Online System to report contract compliance information. Specifically, the Vendor shall enter payment data for amounts paid or owing to its certified participant, and those certified participants shall enter data for payments received into the web-based system. Information related to obtaining access to the system is available here:

<https://ohioturnpike.diversitycompliance.com/>

**G. Non-Disclosure**

The selected Vendor agrees that it will not disclose at any time during or after any services performed under the insurance contract, either directly or indirectly, any confidential knowledge or information which the selected Vendor may acquire with respect to its Contract with the Commission or any ensuing Contract, or the Commission's operations or its employees, except as may be required by law, or a court of competent jurisdiction.

**H. Assignment and Subcontracting**

The selected Vendor may not subcontract, assign, transfer, convey or otherwise transfer or dispose of its rights, title, or interest in, or performance under the Contract to any other person, company, corporation or entity without the prior written approval of the Commission. If approved, any such approved assignment shall not relieve the selected Vendor from any of its responsibilities under the Contract. All subcontractors selected by the Vendor and approved by the Commission must comply with all the terms and conditions contained in the Contract. The Vendor is contractually obligated to meet or exceed the Small Business Enterprise ("SBE") (includes MBEs and DBEs) participation amount represented in its proposal submissions, including its letter of interest, technical and fee proposals and statements of intent that are accepted and approved by the Commission's Office of Equity and Inclusion. The Commission will monitor the Vendor's compliance with its SBE participation obligations through the means described in Section F.

**I. Certification of Compliance with Ohio Revised Code Sections 102.03, 102.04 and 3517.13**

The selected Vendor certifies that it is aware of and is in compliance with the Ethics provisions of Ohio Revised Code Sections 102.03 and 102.04, and the applicable provisions of Ohio Revised Code Section 3517.13 as they pertain to Campaign Contribution Limitations under Ohio law, and Vendors that, as applicable, no principal of the selected Vendor nor the spouse of any principal, if any, has made, as an individual, any time during the previous two (2) calendar years, one (1) or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committee.

**J. Tax Exempt Status**

The Commission is exempt from federal excise taxes and all state and local taxes, unless otherwise provided. The Commission does not agree to pay any taxes on commodities, goods, or services acquired from, or by, the selected Vendor. The selected Vendor must, however, comply with all statutes, rules and regulations governing federal, state and local income, sales and excise taxes.

**K. Non-Exclusive Rights**

Unless otherwise agreed to, no provision herein shall preclude the Commission from acquiring other services similar to the services provided by the Vendor.

**L. Drug-Free Workplace**

The selected Vendor shall comply with all applicable federal, state, and local laws regarding drug-free workplaces, and shall make a good faith effort to ensure that its employees do not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**M. Compliance with Law**

The selected Vendor agrees to comply with all applicable federal, state, and local laws and regulations in its performance of any services it provides as a result of the Contract, including without limitation, the laws relating to the payment of wages, equal employment opportunity, campaign contributions, drug-free workplace, non-discrimination in employment, ADA compliance, unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all tax and payroll deductions required for its employees. In the event that any provision herein is in conflict with any law or regulation, then such law or regulation shall prevail. The selected Vendor understands and acknowledges that the selected Vendor and its employees are not deemed or otherwise construed as employees of the Commission for any purpose including for purposes of the Public Employees Retirement System ("PERS"), Workers' Compensation, or for any other purpose.

**N. Conflict of Interest**

No officer, member, or employee of the Commission shall participate in any decision relating to the awarding of the Contract if there is a personal interest or a pecuniary interest, direct or indirect, in the Contract, any subcontract or assignment thereof, or in the proceeds thereof.

**O. Governing Law**

The Contract shall be construed under and governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to the Contract or performance thereunder shall be brought only in the courts in the State of Ohio, and the selected Vendor hereby irrevocably consents to such jurisdiction.

**P. Mediation**

The Commission and the selected Vendor (the Parties) recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the Commission and the selected Vendor agree that if any controversy or dispute arises out of or relates to the selected Vendor's Proposal or any ensuing selected Vendor's Contract, they will attempt in good faith to settle the dispute expeditiously through mediation within thirty (30) days. The Commission and the selected Vendor shall attempt to mutually agree as to the provider of neutral services, and the Parties shall share the costs of such mediation equally. In the event the Parties cannot mutually agree to a neutral mediator or the deadline described in this Section is not met, unless an extended time frame is consented to by both Parties in writing, either Party may commence litigation or any other legal proceeding that is appropriate.

**Q. Force Majeure**

The selected Vendor shall have no liability to the Commission if it becomes unable to timely perform any services due to fire, explosion, lightning, power surges or failures, strikes or labor disputes (except those caused by improper acts or omissions of the selected Vendor), water, acts of God, war, civil disturbances, acts of civil or military authorities, the public enemy, terrorist acts, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond the selected Vendor's control whether or not similar to the foregoing.

**R. Notice**

Notice under the Contract shall be provided in writing as follows: As to the Commission, Notice shall be to the attention of the General Counsel, c/o The Ohio Turnpike and Infrastructure Commission, 682 Prospect Street, Berea, Ohio 44017, Telephone (440) 971-2003.

The contact information for purposes of providing any written Notice to the selected Vendor shall be added to the Contract memorializing the relationships with the Vendor prior to execution.

**Part 7**  
**CONTACT INFORMATION**

**1. CONTACT INFORMATION**

CRAIN, LANGNER & CO.:

Daniel C. Buser and Kelly Wierzchowski  
Crain, Langner & Co.  
3728 Waitley Drive  
P.O. Box 531  
Richfield, Ohio 44286  
Phone: (330) 659-3142  
Fax: (330) 659-6241  
[dbuser@crainlangner.com](mailto:dbuser@crainlangner.com)  
[kwierzchowski@crainlangner.com](mailto:kwierzchowski@crainlangner.com)

For questions/problems regarding access to the Crain, Langner & Co. Web Portal:

Gary D. Kincaid  
Crain, Langner & Co.  
3728 Waitley Drive  
P.O. Box 531  
Richfield, Ohio 44286  
Phone: (330) 659-3142  
Fax: (330) 659-6241  
[gkincaid@crainlangner.com](mailto:gkincaid@crainlangner.com)

**Part 8**  
**RFP ATTACHMENTS**

**ATTACHMENT 1**

**Ethics Policy**

**Policy Statement**

It is the policy of the Ohio Turnpike and Infrastructure Commission ("Commission") to carry out its mission in accordance with the strictest ethical guidelines and to ensure that Commission members and employees conduct themselves in a manner that fosters public confidence in the integrity of the Commission, its processes, and its accomplishments.

**General Standards of Ethical Conduct**

Commission members and employees must, at all times, abide by protections to the public embodied in Ohio's ethics laws, as found in Chapters 102 and 2921, of the Ohio Revised Code, and as interpreted by the Ohio Ethics Commission and Ohio courts. Members and employees must conduct themselves, at all times, in a manner that avoids favoritism, bias, and the appearance of impropriety.

A general summary of the restraints upon the conduct of all members and employees include, but are not limited to, those listed below. Members and employees shall not:

- Solicit anything of value from anyone doing business with the Commission;
- Accept anything of value from anyone doing business with the Commission;
- Solicit or accept employment from anyone doing business with the Commission, unless able to completely withdraw from Commission activity regarding the party offering employment, and the Commission approves the withdrawal;
- Use their public position to obtain benefits for the official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship;

- Accept any form of compensation for personal services rendered on a matter before any state agency, or sell goods or services to any state agency, unless the official or employee qualifies for the exception, and files the statement, described in the Ethics Law;
- Hold or benefit from a contract with, authorized by, or approved by, the Commission, unless one of the exceptions in the Ethics Law and related statutes applies;
- Vote, authorize, recommend, or in any other way use his or her position to secure approval of a Commission contract (including employment or personal services) in which the official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship, has an interest;
- Use, or authorize the use of, his or her title, the name "Ohio Turnpike and Infrastructure Commission," or "Commission," or "OTIC," or the Commission's logo in a manner that suggests impropriety, favoritism, or bias by the Commission or the official or employee;
- Solicit or accept honoraria prohibited by the Ethics Law;
- Use or disclose confidential information protected by law, unless appropriately authorized; and
- During public service, and for one year after leaving public service, represent any person, in any fashion, before any public agency, with respect to a matter in which the official or employee personally participated while serving with the Commission.

For purposes of this policy:

- "Anything of value" includes anything of monetary value, including, but not limited to, money, gifts, food or beverages, social event tickets and expenses, travel expenses, golf outings, consulting fees, compensation, or employment. "Value" means worth greater than de minimis or nominal.
- "Anyone doing business with the Commission" includes, but is not limited to, any person, corporation, or other party that is doing or seeking to do business with, regulated by, or has interests before the Commission.

### **Financial Disclosure Statements**

Every Commission member or employee required to file a financial disclosure statement by law, or Ethics Commission rule, must file a complete and accurate statement with the Ethics Commission by April 15 of each year. Any member or employee appointed or employed after February 15 shall file a statement within ninety days of appointment or employment.

### **Ethics Education**

All Commission members and employees subject to the financial disclosure requirement must participate in the annual ethics education required pursuant to Executive Order 2011-03K, and some form of annual ethics instruction shall be provided to all Commission employees. In addition to participating in Executive Order training, the Ethics Commission sponsors educational sessions throughout Ohio.

### **Publication of the Commission's Ethics Policy**

The Commission's Ethics Policy shall be published on the Commission's website, [www.ohioturnpike.org](http://www.ohioturnpike.org). Persons, corporations or other parties seeking to conduct business with the Commission in amounts in excess of \$10,000 shall be provided with a copy of the policy and shall be required to acknowledge receipt of the policy in writing in a form to be prescribed by the Commission's General Counsel.

### **Assistance**

The Ethics Commission is available to provide advice and assistance regarding the Ethics Law and related statutes. The Ethics Commission can be contacted at (614) 466-7090. The Ethics Commission's web site address is: [www.ethics.state.oh.us](http://www.ethics.state.oh.us).

The Commission's General Counsel and counsel for the Governor's Office are available to answer questions involving this policy.

**Penalties**

Failure of any Commission official or employee to abide by this Ethics policy, or to comply with the Ethics Law and related statutes, will result in discipline, which may include dismissal, as well as any potential civil or criminal sanctions under the law.

**Changes**

This policy may only be changed by majority vote of the Commission.



4a. ***Sole Proprietorship Only:*** The undersigned states that the following is a complete and accurate list of the names and addresses of all individuals having an interest in the contract contemplated under the bid or proposal accompanying this Affidavit:

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4b. ***Partnership Only:*** The undersigned states that the following is a complete and accurate list of the names of the general partners of the partnership and all other individuals having an interest in the contract contemplated under the bid or proposal accompanying this Affidavit, including any partners with a five percent (5%) or more equity interest in the partnership (*attach additional pages if necessary*):

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4c. **Corporation or Limited Liability Company Only:** The undersigned states that the following is a complete and accurate list of the chief executive officer and all individuals that are expected to have an interest in the contract contemplated under the bid or proposal accompanying this Affidavit, including anyone owning five percent (5%) or more equity interests in the entity submitting the bid or proposal (*attach additional pages as necessary*):

President (or similar chief executive): \_\_\_\_\_

Owners with 5% or more equity interest: \_\_\_\_\_

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Additional individuals with an expected interest in the contemplated contract:

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5. The undersigned represents that no person, firm, agent or employee of the entity identified in paragraph 3, nor anyone else to the knowledge of the undersigned, has retained anyone to solicit or secure affirmative or favorable action by the Commission with respect to the bid or proposal accompanying this Affidavit (except a regularly employed salesman paid for services on a regular schedule of commissions and serving in the usual course of business in soliciting such consideration or action by the Commission without promise or expectation of receiving consideration other than the standard and normal fee, commission, or percentage) under any agreement providing for a bonus, fee, commission, percentage, or other form of payment whatsoever which is in

any way contingent upon the action to be taken by the Commission with respect to the bid or proposal.

6. The undersigned represents that no person or firm associated with the entity identified in paragraph 3 has any interest, direct or indirect, in any other proposal or bid submitted with respect to the contract contemplated in the bid or proposal accompanying this Affidavit, except the subcontractors, material suppliers, truckers/haulers disclosed in the SBE Utilization Plan.

7. The undersigned states that the bid or proposal accompanying this Affidavit is a genuine and earnest attempt to contract with the Commission, and is not made in the interest or on behalf of any undisclosed individual, person, partnership, company, association, organization or corporation; that the bid or proposal is not collusive or a shame; that the entity identified in paragraph 3 has not, directly or indirectly, induced or solicited any other entity to submit a false or sham bid or proposal, and has not directly or indirectly, colluded, conspired, connived or agreed with any other respondent to submit a collusive or sham bid or proposal, or to refrain from submitting a bid or proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of any other responding entity, or to secure any advantage against the Commission or any person, firm or corporation interested in the proposed contract;

8. The undersigned states that the entity identified in paragraph 3 has received the Commission's Ethics Policy; the Ethics Policy has been reviewed by its managerial staff; the terms and conditions of the Policy are understood; and the entity agrees to comply and assist the Commission in complying with the Policy. Insofar as undersigned knows, no member of the Commission and no employee or agent of the Commission has or will have any interest, either direct or indirect, in the prospective contract contemplated under the bid or proposal accompanying this Affidavit.

\_\_\_\_\_  
(Affiant)

Sworn to before me and subscribed in my presence this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

### **ATTACHMENT 3**

#### **Small Business Enterprise**

It is the policy of the Ohio Turnpike and Infrastructure Commission to attempt to ensure the fullest possible opportunity for participation of all Vendors, including Vendors owned and controlled by minorities and females, in the participation of contracts, leases, purchase orders and all forms of agreement where work, labor, services, supplies, equipment and materials, or any combination of the foregoing involves funds expended by or on behalf of the Ohio Turnpike and Infrastructure Commission.

Provide a Small Business Enterprise ("SBE") Utilization Certification (OEI-1) and Plan (OEI-2) demonstrating the commitment and means for achieving SBE participation on the respondent's team in the aggregate amount of at least 5% of the Vendor's fee (the "Goal"). If the Certification and Plan fails to meet or exceed the 5% Goal, the Vendor is required to demonstrate the Good Faith Efforts used to attempt attaining the SBE participation Goal. Please review the Instructions for Small Business Enterprise Utilization (OE-4 and OEI-5). The Commission recognizes MBE, DBE, EDGE and SBE certifications as SBEs eligible for achieving the goal. Contact Ms. Diana Anthony at [DIANA.ANTHONY@ohioturnpike.org](mailto:DIANA.ANTHONY@ohioturnpike.org) of the Commission's Office of Equity and Inclusion with any questions concerning the SBE Program. Additional information on the Commission's Office of Equity and Inclusion is also available at <http://www.ohioturnpike.org/business/oei>

## **ATTACHMENT 4**

### **CLIENT INFORMATION**

Legal Name: Ohio Turnpike and Infrastructure Commission

Address: 682 Prospect Street  
Berea, Ohio 44017

Web site: [www.ohioturnpike.org](http://www.ohioturnpike.org)

Financial Information: <https://www.ohioturnpike.org/about-us/annual-reports>

Number of Employees: 725 total full time employees (including 203 toll  
*(as of December 31, 2017)* collectors and 240 maintenance workers)

221 total part time employee (including 191 toll  
collectors)

946 total employees

Contact during RFP Process: Daniel C. Buser at  
[dbuser@crainlangner.com](mailto:dbuser@crainlangner.com) or 330/659-3142  
or  
Kelly Wierzchowski at  
[kwierzchowski@crainlangner.com](mailto:kwierzchowski@crainlangner.com) or 330/659-3142

Contact After Award: Jennifer L. Stueber, General Counsel  
[jennifer.stueber@ohioturnpike.org](mailto:jennifer.stueber@ohioturnpike.org) or 440/971-2003

Nature of Business: Toll Road / Government Entity

Subsidiaries/Affiliates: Not Applicable

Proposed Contract Dates: January 1, 2019 and thereafter

RFP Consultant: Crain, Langner & Co.

Contact at Consultant: Daniel C. Buser [dbuser@crainlangner.com](mailto:dbuser@crainlangner.com)

## **ATTACHMENT 5**

### **OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION QUESTIONNAIRE**

*(Please use a separate sheet to answer the following questions if necessary).*

#### **Accountability and Minimum Qualifications**

1. Identify the local office that will be used to service the OTIC account, and the key account representative to whom all inquiries concerning your RFP response may be directed. (Include address, phone number and e-mail address).
2. Identify the location of the offices of the primary Account Executive responsible for the overall management of the OTIC account.
3. Is your organization currently in litigation with any public agencies, commissions or entities or any public sector? If so, please identify.
4. Does your organization have any outstanding liens or judgments involving public agencies, commissions, or entities or sectors? If so, please identify.
5. Can your organization certify compliance with Ohio Revised Code Sections 102.03, 102.04 and 3517.13? See Terms and Conditions, **Part 5, Section J**).
6. Please provide a copy of your errors and omissions insurance carrier's most recent A.M. Best rating and financial size category.

**ATTACHMENT 6**

**ACKNOWLEDGMENT**

**(To be Completed and Returned with the Responding Vendor's Proposal)**

The undersigned Vendor hereby acknowledges receipt of this Request for Proposals ("RFP") and the reading of these instructions to the Proposers. The undersigned further attests to the accuracy and the veracity of the information contained in its Proposal to the Ohio Turnpike and Infrastructure Commission.

The undersigned further acknowledges that the Vendor understands that no recommendation by the Evaluation Team to accept a Proposal will be valid until the Commission has entered into a Contract with the Vendor. Should a Contract be entered into with a Vendor, the Vendor understands that it shall be required to provide all services and benefits required pursuant to the RFP commencing not later than January 1, 2019, or maybe sooner.

The undersigned further agrees that when the Commission authorizes a Contract with a Vendor to provide Workers' Compensation TPA Services, that the Vendor shall submit proper Certificates of Insurance in accordance with the RFP Part 5, Section O within ten (10) days of written notification that the Commission has selected that Vendor.

The undersigned signatory represents and warrants that he or she possesses full and complete authority to submit this Proposal to the Commission and to enter into a Services Contract if its Proposal is accepted. The undersigned agrees to commence the work as required by the Contract and to timely provide all services and benefits required pursuant to the RFP.

This Acknowledgement is further signed by an authorized representative of the proposed Vendor.

**ACKNOWLEDGMENT BY RESPONDING VENDOR**

By: \_\_\_\_\_  
(Name of authorized representative)

Title: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Date: \_\_\_\_\_

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**END OF PROPOSAL**