

## PROCEEDINGS OF THE BROWN COUNTY ADMINISTRATION COMMITTEE

Pursuant to Section 19.84 Wis. Stats., a special meeting of the **Brown County Administration Committee** was held on Wednesday, September 21, 2011 in Room 210 of City Hall –Jefferson Street, Green Bay, Wisconsin.

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**Present:** Tom Lund, Robert Miller, Mark Tumpach, Kris Schuller, Tony Theisen

**Excused:**

**Also Present:** Ellen Sorensen, Bob Heimann, Debbie Klarkowski, Paula Kazik, Dale DeNamur,  
Attorney Fred Mohr

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I. **Call Meeting to Order:**

The meeting was called to order by Chairman Tom Lund at 6:30 p.m.

II. **Approve/Modify Agenda:**

**Motion made by Supervisor Tumpach, seconded by Supervisor Schuller to approve. Vote taken.  
MOTION CARRIED UNANIMOUSLY**

*Supervisor Theisen arrived at 6:33pm*

1. **Project 1519 for Brown County Vending Services RFP Submitted for recommended approval to County Board.**

- **Vending Services generated \$8,000 in commission rebate over the last 12 months.**

Purchasing Buyer Dale DeNamur informed that this was Purchasing Manager Cheryl Corbeille's project, she was unavailable but he could answer questions. He explained that it was time to go out for a new RFP and added that the current vendor was not doing well for Brown County.

**Motion made by Supervisor Miller, seconded by Supervisor Tumpach to approve. Vote taken.  
MOTION CARRIED UNANIMOUSLY**

2. **Project 1470 for Brown County Protective Services RFQ Submitted for recommended approval to County Board. (For Museum, Library, Human Services & CTC. Aggregate 2010 spend \$150,000/year).**

DeNamur explained that the contracts were coming up for renewal and it was time to be put out for a quote. The RFQ was for security at the museum, library, Human Services and Community Treatment Center. Miller questioned if these people were armed. Sorenson interjected that they would have to be deputized to be armed and these people were not deputized. DeNamur added that he had never seen security carry a firearm.

**Motion made by Supervisor Theisen, seconded by Supervisor Schuller to approve. Vote taken.  
MOTION CARRIED UNANIMOUSLY**

3. **Project 1498/2144 for Brown County Cell Phone Service RFP for recommended approval to County Board.**

- **This is a cooperative effort combining the City of Green Bay and Village of Bellevue into this RFP to gain efficiencies.**
- **Each municipality will complete their own contract. Last year's spend for Cell Phone services amounted to \$80,000.**

DeNamur stated that cellphone contracts were coming up for renewal and the City of Green Bay, Village of Bellevue and Brown County were working together to put a project out there.

Schuller questioned if there was an estimate on a cost savings and questioned if this had been done before. DeNamur stated that he only knew of the \$80,000 spent last year but assumed that once the new prices came in they could estimate what the new cost savings would be. Sorenson interjected that the theory was to get economy of scale and one of the things Corbeille and DeNamur was good about was looking to gain in RFPs and RFQs was economy of scale throughout, such as translator services, telephones, etc.

**Motion made by Supervisor Schuller, seconded by Supervisor Miller to approve. Vote taken.  
MOTION CARRIED UNANIMOUSLY**

**4. Project 1489a for Brown County Multi-Functional Units Replacement and Maintenance Program RFP for recommend approval to County Board. Brown County maintains a copier fleet of 100 and printer fleet of 278.**

- **Last year's spend: Copiers and maintenance at \$ 101,000 & Printers and related parts and toner at \$222,000 = \$323,000.**

Information Technology Director Bob Heimann stated that he had been working with the Purchasing Department on this. Copies are now copiers, printers, scanners, fax machines, etc. Currently Modern Business Machines had been the vendor for a number of years but they are opening the bids back up to have the vendors provide new prices and manufacturers. The county had been pretty standard on Canon units but that may change. The RFP will bring in results, the team will examine it and make sure they are comparing apples to apples and the choose one for that going forward. Heimann informed that these were looked at more as a per click basis where you pay based on the number of copies you make and then get the scanning and faxing for free. That was built into the RFP. DeNamur added that the county would be renting the machines, no longer buying machines outright any longer. Lund questioned if there was a lot of printing within the county, he informed that his company went to double screens which saved a lot on printing costs.

**Motion made by Supervisor Theisen, seconded by Supervisor Miller to approve. Vote taken.  
MOTION CARRIED UNANIMOUSLY**

**4a. RFP – Review/Approval for Third Party Administrator - Workers Compensation (handouts to be provided at the meeting).**

A handout was provided (attached). Kazik stated the contract was up for renewal and the county's current vendor was Willis out of Appleton. They have been with the county since 2000. Lund questioned if they were looking to get a savings on this. Kazik didn't think so. The last time they went out for an RFP three years ago Willis had bid on it and won. Their services had been fantastic and they haven't changed their administrative rates since 2003, they are competitive.

**Motion made by Supervisor Theisen, seconded by Supervisor Schuller to approve. Vote taken.  
MOTION CARRIED UNANIMOUSLY**

**5. Such other matters as authorized by law.**

**Motion made by Supervisor Theisen, seconded by Supervisor Tumpach to adjourn at 6:42 p.m.  
Vote taken. MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,  
Alicia A. Loehlein, Recording Secretary

**Request for Proposals (RFP)**  
**For**  
**Worker's Compensation Third Party Administrator**  
**Project # 1525**



**Response Deadline**  
**October 24, 2011**  
**4:00 p.m. Local Time**  
**To: Brown County Purchasing**

## **Tentative Project Timeline**

### **Brown County Project #1525**

September 21, 2011	RFP to Administration Committee for recommended approval to issue
September 21, 2011	RFP to County Board for final approval to issue
October 3, 2011	RFP Posted
October 11, 2011	RFP Questions from Potential Vendors Due to Purchasing Department
October 13, 2011	Answers to RFP Questions Posted to Brown County Website
October 24, 2011	RFP Responses Due to Purchasing Department
November 4, 2011	RFP Review Time for Selection Committee
November 11, 2011	Interviews if Required by Selection Committee
November 30, 2011	Final Selection and Contract Award
January 1, 2012	Contract start date

### **Attachments**

Attachment A – Statement of Work

Attachment B – Questionnaire

Attachment C – Claim History

Attachment D – Cost Sheet

Attachment E – Addendum Acknowledgement

Attachment F – References

Attachment G – Insurance Requirements

Attachment H – Designation of Confidential and Proprietary Information

Attachment I – Service Contract

# Brown County Project #1525

## 1. GENERAL INFORMATION

### 1.1 Introduction:

Brown County is accepting sealed proposals from qualified firms to serve as Third Party Administrator for Brown County's Worker's Compensation program. The successful vendor will be awarded a three (3) year contract with two (2) optional one (1) year extensions.

### 1.2 Project Description:

Process all WC claims including, but not limited to, case management, investigation, reserving and payment, subrogation, filing reports with the State and Excess Insurance provider, attending hearings, negotiating and settling of claims for an amount pre-approved by the Brown County Employee Services Manager, arrange for independent medical exams, rehabilitation services and actively monitor when such procedures may be constructive. The Employee Services Manager will have final approval for all outside vendors utilized, including but not limited to attorneys, independent medical examiners and vocational experts. The proposer will handle all claims from 'cradle to grave', except those with the current provider. See attachment A for a detailed Statement of Work.

### 1.3 Objectives:

Brown County seeks a vendor to provide processing of claims in a timely manner and in accordance with the Wisconsin Worker's Compensation Act, and a highly professional level of claims handling including regular on-going communication with injured employees from inception to disposition of a claim, to assist in returning employees to restrictive duty positions, to identify and defend fraudulent claims, to actively pursue subrogation and to keep communication open with the Employee Services Manager.

### 1.4 Current Operations:

Brown County employees approximately 1576 FTE positions. The county utilizes Risk Master through the county's liability insurance pool. See (Attachment C) for claims and payroll history.

## 2. QUESTIONS

- A. **All questions** related to this RFP **must be in writing** and received by the Brown County Purchasing Department no later than **4:00 p.m. local time, Tuesday, October 11, 2011** via e-mail to [bc\\_administration\\_purchasing@co.brown.wi.us](mailto:bc_administration_purchasing@co.brown.wi.us). Clearly mark the e-mail: "Questions for Project #1525".  
**Mailed, phone call and faxed questions will not be accepted.**
- B. Answers to all written questions will be re-issued in the form of an addendum and entered on the Brown County Web site (<http://www.co.brown.wi.us/administration/Purchasing/Bids/RFP>) on **Thursday, October 13, 2011 no later than 3:00 p.m. local time**. It is the responsibility of all

interested vendors to access the web site for this information. Calls for assistance with the web site can be made to (920) 448-4040.

### **3. PROPOSAL DELIVERY DETAILS**

One (1) original and four (4) CDs of the Proposal are due on **Monday, October 24, 2011 by 4:00 p.m. local time** at the Brown County Purchasing Department. Submit in a sealed envelope clearly marked on the outside in the lower left hand corner as "Project #1525, WC Third Party Admin". Proposals **must be stamped in** by the due date and time per the electronic time stamp at the Purchasing Department. Proposals not stamped by the above due date and time will be rejected. Those wishing to submit proposals are encouraged to verify the time on the receiving stamp as this is the official time used for accepting all Proposals. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. The official time stamp is the **only** time that will be used.

Delivery Address for Hand Delivery, UPS, DHL, Fed X, etc.:

Brown County Purchasing  
Project 1525  
305 E. Walnut St. 5<sup>th</sup> Floor  
Green Bay, WI 54301

Delivery Address for USPS:

Brown County Purchasing  
Project 1525  
PO Box 23600  
Green Bay, WI 54305-3600

Proposals should be typed and submitted on 8.5 by 11 inch paper and bound securely.

Proposals will be opened the following business day in the Purchasing Department.

### **4. SELECTION CRITERIA**

The Proposals will be rated according to the following criteria:

1. Quality, Clarity & Responsiveness of Proposal (5 points possible)
2. Responses to Questionnaire (40 points possible)
3. Experience Providing TPA (20 points possible)
4. References (10 points possible)
5. Pricing (25 points possible)

The proposals will first be reviewed to determine if all the requirements outlined have been met. Failure to meet the requirements will result in the proposal being eliminated from consideration. Accepted proposals will be reviewed by a Selection Committee and scored against the stated criteria. This scoring will determine the ranking of organizations based upon their written proposals. If the team determines that it is in the best interests of the County to require oral presentations, it will invite the highest ranking vendors to make such presentations. The final ranking will be based upon the total scores including the oral presentations.

Proposals will be evaluated based on a weighted point system as identified below.

Rejection of proposals: Brown County reserves the right to accept or reject any or all proposals and to waive any informality in proposals.

Specifications	Points
1. Quality, Clarity & Responsiveness of Proposal	5
2. Responses to Questionnaire	40
3. Experience Providing TPA	20
4. References	10
5. Pricing	25
<b>Total Points</b>	<b>100</b>

## **5. FINANCIAL VERIFICATION**

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. Brown County reserves the right to reject proposals based on information obtained through these background checks if it's deemed to be in the best interest of the County.

## **6. PROPRIETARY INFORMATION**

All restrictions on the use of data contained within a proposal and all confidential information must be clearly identified in the proposal and identified on the attached Designation of Confidential and Proprietary Information form found at attachment C. Proprietary information submitted in a proposal will be handled in accordance with applicable Wisconsin State Statutes. No vendor will be provided with financial and/or competitive vendor information on this proposal until after the award of contract has been made. To the extent possible, it is the intention of Brown County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure in the opinion of Brown County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law. Brown County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

## **7. INDEPENDENT CONTRACTOR STATUS**

The selected contractor shall function as an independent contractor and will be responsible for any federal or state taxes applicable to this contract and for complying with the requirements of all federal and state laws pertaining to income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the contractor will not be eligible for any Federal Social Security, State Worker's Compensation, Unemployment Insurance or Retirement System benefits under this contract except for the benefits provided by the contractor.

## 8. OTHER

No vendor will be provided with financial and/or competitive vendor information on this proposal until after the intent to award the contract has been issued. To the extent possible, it is the intention of Brown County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Brown County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law. Brown County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

### Confidentiality and Data Privacy

The TPA will have access to confidential data maintained by the Brown County or other agencies within Brown County. The TPA shall abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals, and must agree to defend and hold Brown County harmless for any claims resulting from the consultant's unlawful disclosure or use of private or confidential information.

### Vendor's Representation

By submission of a proposal, each vendor represents that the vendor has read and understood the RFP documents and that the proposal is made in accordance therewith. It is the responsibility of each vendor to familiarize themselves with the conditions under which the work will be performed.

### State of Wisconsin Requirements

This contract shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Stats., sexual orientation as defined in s.111.32(13m), WI Stats, or national origin.

Brown County is an Equal Opportunity Employer.

All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances and Standards.

### Taxes

Brown County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.



## Attachment A

### Statement of Work

#### Brown County Project # 1525

Selected firm will process all WC claims from 'cradle to grave' including by not limited to case management, investigation, reserving and payment, filing reports, negotiating and settling of claims for amount pre-approved by the Brown County Employee Services Manager. With the approval of the Employee Services Manager, arrange for IMEs, rehabilitation services and surveillance when such procedures may be constructive. The Employee Services Manager will have final approval for all outside vendors utilized, including but not limited to attorneys, IME examiners and vocational experts. (Please submit responses by listing each item before your response)

- a. Determine and recommend adequate reserves.
- b. Maintain and report complete loss and payment information as well as cost allocations by division and department within the Risk Master system.
- c. Provide a payment system that insures prompt settlement of claims which the COUNTY is liable to pay under Workers Compensation. Payments are to be coordinated with the County Human Resources Department.
- d. Represent the COUNTY at WC hearings. **The county does not pay for your expense to travel to hearings. The expense must be included in your rates.**
- e. Provide effective and timely assistance and documentation to legal counsel on litigated cases.
- f. Notify the excess carrier of potential claim as provided by the carrier's contract terms and monitor and collect all recoveries due the COUNTY.
- g. File all reports on a timely basis that are required to be filed with the state.
- h. Monitor and collect all recoveries due from employees and third parties through subrogation.
- i. Provide COUNTY with access to it's employees' claims files and other COUNTY related information in your master files during normal working hours. The COUNTY or its designated representative(s) must be authorized to visit the TPA's processing or storage premises and have access to all data, including but not limited to paper documents, electronic documents and any other type that relates to payments or non- payments made by the TPA and charged to the COUNTY. **Failure to allow the COUNTY or its designee(s) access to the above will be considered a material breach of contract and sufficient grounds for rescission of this contract.**
- j. Provide services as outlined in Section 102 of the WC statutes.
- k. Meet with the COUNTY Employee Services Manager, and other COUNTY designees on a quarterly basis or as required.
- l. Provide loss/status/control analysis and associated financial reports, no less than monthly, to be used as management tools by the Employee Services Manager and the COUNTY Finance Department.
- m. Provide Form 1099 to vendors for their services.
- n. Assign an account representative to the COUNTY as a primary contact on items not directly related to specific claims.
- o. If the TPA does not utilize Risk Master, describe whether or not your system is capable of transferring the data to Risk Master, how you would have data transferred and the time frame for doing so.

- p. Calculate the COUNTY'S experience modifier.  
Provide the COUNTY with the annual rates per \$100 of payroll as provided by NCI.

**Mandatory Requirements**

- Has provided Worker's Compensation TPA services for at least 10 years.
- Ability to use Risk Master.
- Provide toll-free phone number.

## Attachment B

### Questionnaire

#### **Brown County Project #1525**

1. Provide a **brief** statement of the firm's experience and qualifications to meet the requirements of the County. Include a brief general overview and history of the company, number of years in business, number of employees (full-time v part-time) both adjusters and clerical support, corporate headquarters location, type of business, location of office providing the TPA services.
2. Is your company currently involved in arbitration and/or litigation for any reason? If yes, please elaborate.
3. Has your company or any of your proposed sub-contractors ever filed for reorganization or bankruptcy? If yes, please provide name of each company, dates and resolution.
4. Describe the quality and financial controls in your system. Include the approach to and frequency of internal claims audits.
5. Identify any of the work that you intend to sub-contract to others and identify the proposed sub-contractors including names, phone numbers, specific assignments, and the qualification of the sub-contracting firm and its key personnel. Provide a client reference list for the sub-contractor(s).
6. The proposer must have provided worker's compensation TPA services for at least 10 years. How many years have you provided WC TPA services and in which States are these services provided?
7. The proposer must have the ability to use Risk Master. The County uses Risk Master thru its liability carrier for its Risk Management Information Software. Do you have the technology to access Risk Master via the internet? Does your firm have experience in using Risk Master? If not, can you provide training to staff at your expense and be ready to take over claims on 1/1/08 if you are awarded the contract?
8. You must provide a toll-free number for employees. Does your firm have a toll-free number for the TPA clients and employees? Where is the location of your toll-free call in center? What are your hours of operation and what are the hours of your Customer Service Staff? Provide a calendar detailing the days of the year that your office is NOT open and please include weekends.
9. Identify proposed staff members that would be involved in providing service to Brown County and submit statements or resumes detailing their qualifications. Your proposal should include information of each of the individual's years and type of claims handling experience, the position each person currently occupies in your organization, the length of time they have been with the company and detailed descriptions of their involvement with projects of similar or identical scopes, especially experience with

municipality experience that involve multiple unions.

10. The proposer must provide Case Management which includes contacting any employee that loses time from the job within 24 hours of receiving the First Report of Injury. They will also contact employees that incur major medical treatment without lost time within 48 hours of receiving the First Report of Injury. What is your current practice for contacting employees?
11. The successful proposer will be processing all WC claims, the claims adjuster must work cooperatively with the COUNTY Employee Services Manager and other HR staff as needed. IME's, rehabilitation services, attorney selection, outside vendor selection, surveillance and settlement of claims (list may not be all inclusive) must be pre-approved by the Employee Services Manager as well as questions related to compensability of the claim. What is your current practice in this regard?
12. The successful proposer will also be expected to not only process claims from 'cradle to grave', but to investigate, establish reserves, make payments, subrogate against third parties, file reports with the State and Excess Insurance provider, attend hearings at the proposer's expense. Please explain the following: a) how are reserves established; b) what are the approximate percentage of claims subrogated and the percentage of money collected.
13. The successful proposer will be expected to assist the COUNTY Human Resources Department in returning employees to restrictive duty positions and identify and defend fraudulent claims. What is your experience in these areas?
14. Identify the process for the transfer of money from the County to your firm for covering WC claims. Include the financial arrangement for funding that you would expect to have with the County. Can you process wire transfers?
15. Describe and demonstrate the capabilities and cost savings comparative of your managed care/medical cost containment program including, but not limited to, case management services, utilization review and bill reviews. Indicate which services are owned by your firm and which services are contracted out. If services are contracted out, does your firm receive commissions and/or any other type of compensation from the companies used? Please state any commissions or other compensation you receive from the companies used.
16. What is the case load of your claims examiners/adjusters?
  - Medical only claims \_\_\_\_\_
  - Lost Time claims \_\_\_\_\_
17. Who reviews claims for medical necessity, appropriateness of treatment and appropriate billing?

18. What percentage of claims do you close within:

- 1 year – medical \_\_\_\_\_% indemnity \_\_\_\_\_%
- 2 year's – medical \_\_\_\_\_% indemnity \_\_\_\_\_%
- More than 2 year's \_\_\_\_\_% indemnity \_\_\_\_\_%

19. Describe the cost containment procedures established by your firm?

20. The successful proposer will be expected to provide the County with its experience modifier each year. Are you able to provide the calculation?

21. Describe the level of service that you intend to provide which demonstrates a clear understanding of the work to be performed.

## Attachment C

### Claim History

#### Brown County Project #1525

<b>Year</b>	<b>Lost Time</b>	<b>Medical Only (under \$1000)</b>	<b>Medical Only (over \$1000)</b>	<b>Total Claims Paid + Reserves</b>
2003	21	89	22	\$514,967
2004	18	71	20	\$289,839
2005	23	58	12	\$280,113
2006	17	51	17	\$361,148
2007	8	60	25	\$191,493
2008	17	65	23	\$728,872
2009	12	54	28	\$318,862
2010	14	39	12	\$342,620

<b>Payroll Data</b>	<b>Code</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>
Street & Road Construction	5507	3,263,905.23	3,294,072.75	3,065,013.74
Airport Operations	7423	1,143,076.66	1,215,029.85	1,193,137.64
Police Officers	7720	17,260,127.20	18,344,120.59	18,049,014.31
Clerical Office Employees	8810	23,603,364.45	25,100,722.55	23,894,475.93
School: Teachers & Clerical	8868	2,673,312.05	2,897,028.56	2,815,495.97
Libraries	9101	2,709,721.00	2,798,809.86	2,796,277.74
County Employees	9413	20,574,044.76	21,670,525.04	20,734,521.56
<b>Totals</b>		<b>\$71,227,551.35</b>	<b>\$75,320,309.20</b>	<b>\$72,547,936.89</b>

**Attachment D**

*(Use of this form is required when submitting proposal)*

**RFP Cost Sheet**

**Brown County Project #1525**

	<u>Indemnity (Lost Time)</u>	<u>Medical Only Under \$1,000</u>	<u>Medical Only Over \$1,000</u>
First Year Rates per claim	_____	_____	_____
Second Year Rates per claim	_____	_____	_____
Third Year Rates per claim	_____	_____	_____

	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
Open Claim Service Fees	_____	_____	_____

% Increase limitation for remaining 2 (two) years, all categories \_\_\_\_\_%

Any miscellaneous fees \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Vendor information:**

Company Name: \_\_\_\_\_

Minority Business (Yes or No): \_\_\_\_\_  
*For statistical purposes only*

Woman Owned Business (Yes or No): \_\_\_\_\_  
*For statistical purposes only*

Contact/Project Manager: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachment E**

**Addendum Acknowledgement  
Receipt Schedule**

**Brown County Project #1525**

The undersigned acknowledges receipt of the following addendum:

Addendum #1 \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #4 \_\_\_\_\_ Initials \_\_\_\_\_

The undersigned agrees with the following statement:

I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to Brown County. Attached is my listing of subcontractors along with their respective trades-if applicable.

Name \_\_\_\_\_  
Signature

Date \_\_\_\_\_

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, posted on our web site at [www.co.brown.wi.us](http://www.co.brown.wi.us), for this project prior to the due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of RFB/RFP/RFQ due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified, by Brown County, of all addendums issued within 3 business days prior to due date. If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4040 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.



**Attachment F**

**References**

**Brown County Project #1525**

Provide a current list of at least three references that you have completed projects of similar scope and size.

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_



(4) **Excess/Umbrella Liability.**

Limit of Insurance

\$1,000,000 per occurrence

**Additional Insured**

The Outside Contractor agrees that all liability coverages policies other than professional liability shall name Brown County as additional insured's with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor: products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

**Adjustments to Insurance Coverage**

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at sometime after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

**Subcontractor**

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

**Wavier of Subrogation**

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

**Cancellation Notice**

Brown County will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage.

**Proof of Insurance**

A valid Certificate of Insurance shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract.

Brown County  
Department of Administration  
P.O. Box 23600  
305 E. Walnut Street  
Green Bay, WI 54305-23600

## Questions

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverages you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

Special considerations will be given if the required amounts cannot be met. This will only take place after an insurance waiver form is completed.

*\*\*\* Brown County shall be named as an additional insured with respects to liability coverage's other than professional liability and will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage. A certificate of insurance evidencing such coverage's shall be placed on file with the County prior to commencement of work under this contract. \*\*\**

**Attachment H**

**Designation of Confidential and Proprietary Information**

**Brown County Project # 1525**

The attached material submitted in response to project #1525 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.**

**Blanket labeling of confidential/proprietary information in headers/footers of documents will not be considered as confidential/proprietary.**

Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis Stats. as follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request the following pages not be released

Section	Page #	Topic

**IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDED LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD BROWN COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHOLD THE MATERIALS.**

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The County considers other markings of confidential/proprietary in the bid/proposal document to be

insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_  
Signature

Authorized Representative: \_\_\_\_\_  
Type or Print

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

## Attachment I

### **Brown County Project # 1525**



## **CONTRACT FOR SERVICE**

Service Description: **Worker's Compensation Third Party Administrator**

Time of Performance: **Contract Term January 1, 2012 thru December 31, 2014 with Two (2) Optional One (1) Year Renewals.**

Total Amount of Contract: **Maximum Compensation Not to Exceed**

The parties to this CONTRACT are \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR"), and Brown County of the State of Wisconsin (hereinafter referred to as the "COUNTY").

Performance and schedules will be approved by:

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) Has been notified in writing to commence the Performance of Services, or (b) Has received from the COUNTY an original of the Contract that is complete and fully executed.

In reliance on the CONTRACTOR'S representations as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this Contract, the COUNTY agrees to engage the CONTRACTOR as an independent contractor and not as an employee of the COUNTY to perform those services, all in accordance with the terms and conditions of this Contract.

- I. **REQUIREMENTS:** The CONTRACTOR is required to
  - A. Do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract.
  - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.

C. Comply with time schedules and payment terms.

**II. SCOPE OF SERVICES:** (To include specific duties and responsibilities, deliverables, time schedules, deadlines and approval requirements).

CONTRACTOR and its subcontractors agree to fulfill all obligations described in COUNTY'S RFP #1525 and addenda #

The purchase order amount includes all services, deliverables, and reimbursable expenses. Additional reimbursable fees will not be accepted.

**III. SPECIFIC CONDITIONS OF PAYMENT:** Payment will be made within thirty (30) days after receipt of a properly documented invoice according to the following Schedule, but only if completion is satisfactory:

### **Payment Schedule**

**IV. REPORTS:**

- A. The CONTRACTOR agrees to timely submit reports as may be required by the COUNTY.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY, which shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY.
- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

**V. TIME OF PERFORMANCE:** The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any necessary amendments to this CONTRACT.

**VI. CONDITIONS OF PERFORMANCE AND COMPENSATION:**

- A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.



- B. **Place of Performance** – The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. **Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on Page 1 under “Total Amount of Contract,” inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on Page 1. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section III., Specific Conditions of Payment. Section 66.0135, Wisconsin Statutes will apply to any late payments by the COUNTY, except as provided by Section XXII.
- D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of his subcontractors and or persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

**VII. DISPUTES:** In the event of a dispute as to the services performed or the compensation to be paid, the decision of the Brown County Risk Manager or her designee prevails.

**VIII. INDEMNIFICATION AND DEFENSE OF SUITS:** The CONTRACTOR agrees to indemnify, hold harmless, and defend the COUNTY, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the CONTRACTOR, its employees, agents or subcontractors.

**IX. REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

**X. SAFETY REQUIREMENTS:** All material, equipment and supplies provided to the COUNTY must comply with all safety requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

**XI. VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. This Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

**XII. TERMINATION OF CONTRACT FOR CAUSE:** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this

Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination delivered pursuant to Section XXIV. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. COUNTY may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the breach is amenable to a cure. COUNTY shall not unreasonably withhold such permission.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined.

**XIII. CHANGES:** All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to the Contract.

**XIV. WAIVER:** One or more waivers by any party of any term of the Contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

**XV. PERSONNEL:**

- A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have a contractual relationship with the COUNTY
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

**XVI. ASSIGNMENT:** The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

**XVII. RECORDS:**

- A. **Establishment and Maintenance of Records** - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized.

- B. **Documentation of Cost** - All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

**XVIII. AUDITS AND INSPECTIONS:** In the event that the COUNTY deems it necessary to conduct an audit or inspection, CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in CONTRACTOR'S custody or control pertinent to this Contract.

CONTRACTOR shall provide the COUNTY inspectors or auditors access to all property, equipment and facilities in CONTRACTOR'S custody or control related to the services provided or purchased under this Contract. CONTRACTOR shall be expected to provide, at CONTRACTOR'S expense, reasonable time by CONTRACTOR'S personnel as may be required for the COUNTY inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

**XIX. NON-DISCLOSURE:**

- A. **Acknowledgment of Confidential Relationship** - CONTRACTOR hereby acknowledges and agrees that any Confidential Information disclosed to it by Brown County is for the limited purpose of providing services and CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between CONTRACTOR and Brown County by reason of such submission and/or disclosure.
- B. **Use and Disclosure of Confidential Information.** CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Confidential Information whether from observation, from any materials submitted or from disclosures by Brown County hereunder. CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without Brown County's prior written approval, which Brown County may withhold in its sole discretion. In no event shall either party use Confidential Information in a way, which violates state or federal laws.

CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Agreement and instruct them to use the same care and discretion with respect to the Confidential Information and to not circumvent any security procedures or devices with respect to Confidential Information. The parties agree that the implementation of this signed Agreement will suffice for this purpose.

- C. **Title remains with Brown County.** All innovations, inventions, devices, processes and/or formulas developed by CONTRACTOR for Brown County shall be deemed to be

the sole property of Brown County. CONTRACTOR agrees to disclose in writing to Brown County any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by CONTRACTOR on behalf of Brown County which constitute innovations or inventions developed by CONTRACTOR either solely or jointly in connection with work performed by CONTRACTOR at the request of any under assignment by Brown County. CONTRACTOR also agrees to assign to Brown County any and all interest it may have in such inventions or innovations, which are specified in relation to the product named.

**D. Indemnification by CONTRACTOR.** CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will indemnify Brown County and hold Brown County harmless from all losses, expenses or liability arising from or in connection with such unauthorized use or disclosure. In addition, CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Agreement, irreparable damage will immediately occur to Brown County and CONTRACTOR will indemnify Brown County from all losses, liabilities and expenses incurred by Brown County as a result thereof.

**XX. CONFLICT OF INTEREST:**

- A. **Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. **Interest of Other Local Public Officials** - No member of the governing body of the locality, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees** - If CONTRACTOR is aware or becomes aware that any person described in Sections XX, A. and B. has any personal financial interest, direct or indirect, in this Contract; CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed.

**XXI. DISCRIMINATION PROHIBITED:**

- A. CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.
- B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## **XXII. INSURANCE:**

- A. The CONTRACTOR shall be solely responsible to meet CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance shall be issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the COUNTY. Such insurance should be primary. CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and name Brown County, its boards, commissions, agencies, officers, employees and representatives as additional insured and provide for thirty (30) days advance notice of any change, cancellation or non-renewal during the term of the Contract.
- C. The CONTRACTOR shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D. No payments or disbursements under the Contract shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the Contract void at the COUNTY'S discretion.

## **XXIII.FORCE MAJEURE:**

- A. If the performance of any part of this Contract by CONTRACTOR is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, CONTRACTOR shall immediately give notice to the COUNTY of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, the COUNTY may, by giving written notice, terminate this Contract.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135 Wisconsin Statutes shall not apply to any late payment by COUNTY due to circumstances under this paragraph.

## **XXIV. OTHER PROVISIONS:**

- A. **Publicity Releases** - CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by Brown County.
- B. **Independent Contractor** - CONTRACTOR agrees that it is working in the capacity of an Independent Contractor with respect to the services provided. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties.

**XXV.NOTICES:** Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

And to the COUNTY at:

Brown County Purchasing  
Attn: Dale DeNamur  
305 E. Walnut Street, 5<sup>TH</sup> Floor  
PO Box 23600  
Green Bay, WI 54305-3600

**All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.**

<p><b>BROWN COUNTY PURCHASING</b></p> <p>Dale C. DeNamur, Buyer</p> <p>Signature: _____</p> <p>Date: _____</p> <p><b>BROWN COUNTY HUMAN RESOURCES</b></p> <p>Debbie Klarkowski, Manager</p> <p>Signature: _____</p> <p>Date: _____</p> <p><b>BROWN COUNTY EXECUTIVE</b></p> <p>Troy Streckenbach, County Executive</p> <p>Signature: _____</p> <p>Date: _____</p> <p><b>Distribution:</b></p>	<p>CONTRACTOR (To be signed by the person authorized to legally bind your firm to this Contract.)</p> <p>Firm: _____</p> <p>Address: _____</p> <p>City/State: _____</p> <p>Zip Code: _____</p> <p>BY: _____ (Manual Signature Required)</p> <p>TITLE: _____</p> <p>DATE: _____</p>
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<p>Original – Purchasing Copy 1 – Contractor Copy 2 – Responsible Department</p>	
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