

**REQUEST FOR PROPOSALS FOR**

**Comprehensive Audit of the Workers' Compensation Function**

**ISSUING OFFICE**

**Pennsylvania Turnpike Commission**

**Risk Management Department**

**RFP NUMBER**

**RFP 13-10260-3994**

**DATE OF ISSUANCE**

**February 5, 2013**

# **REQUEST FOR PROPOSALS FOR**

**RFP 13-10260-3994**

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## PART I

### GENERAL INFORMATION FOR PROPOSERS

**I-1. Purpose.** This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for the completion of a comprehensive audit of the workers compensation function.

**I-2. Issuing Office.** This RFP is issued for the Commission by the Risk Management Department.

**I-3. Scope.** This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

**I-4. Problem Statement.** **The Pennsylvania Turnpike Commission requests performance of a comprehensive audit of its workers compensation program, such audit to be completed and a final report presented to the issuing office within 60 days of full execution of the contract.**

**I-5. Type of Contract.** It is proposed that if a contract is entered into as a result of this RFP, it will be a fee for services contract. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

**I-6. Rejection of Proposals.** The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

**I-7. Subcontracting.** Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor to another firm that responds to the same solicitation. **Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved.** This does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

**I-8. Incurring Costs.** The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

**I.9. Questions and Answers.** Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to [RFP-Q@paturndpike.com](mailto:RFP-Q@paturndpike.com) with **RFP 13-10260-3994** in the Subject Line to be received no later than **12:00 PM** local time on **Thursday, February 14, 2013**. All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

**I-10. Addenda to the RFP.** If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

**I-11. Response.** To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: **Stephanie Newbury** on or before **12:00 PM** local time on **Thursday, February 28, 2013**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

**Please note that use of U.S. Mail, FedEx, UPS, or other delivery method, does not guarantee delivery to the Contracts Administration Department by the above listed time for submission.** Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

**I-12. Proposals.**

To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in **five (5)** hard copies of the Technical Submittal and **five (5)** hard copies of the Cost Submittal. In addition to the hard copies of the proposal, **one complete and exact copy of the entire proposal (Technical and Cost, along with all requested documents) on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format.** Proposer should ensure that there is no costing information in the technical submittal. The CD or Flash drive should clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix A to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least **120** days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or fax notice (fax number (717) 986-8714) received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

Overnight Delivery Address:  
Contracts Administration Department  
Attn: Stephanie Newbury  
PA Turnpike Commission  
700 South Eisenhower Blvd.  
Middletown, PA 17057

US Mail Delivery Address:  
Contracts Administration Department  
Attn: Stephanie Newbury  
PA Turnpike Commission  
P.O. Box 67676  
Harrisburg, PA 17106

However, if the Proposer chooses to attempt to provide such written notice by fax transmission, the Commission shall not be responsible or liable for errors in fax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this solicitation.

**I-13. Economy of Preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

**I-14. Discussions for Clarification.** Proposers who submit proposals may be required to make an oral presentation or written clarification of their proposals to the Issuing Office through the Contract Administration Department to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office through the Contract Administration Department will initiate requests for clarification.

**I-15. Best and Final Offers.** The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

**I-16. Prime Proposer Responsibilities.** The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

**I-17. Proposal Contents.** Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that “trade secrets” and “confidential proprietary information” are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both “trade secrets” and “confidential proprietary information” as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) 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; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

- the extent to which the information is known outside of his business;
- the extent to which the information is known by employees and others in the business;
- the extent of measures taken to guard the secrecy of the information;
- the value of the information to his business and to competitors;
- the amount of effort or money expended in developing the information; and
- the ease of difficulty with which the information could be properly acquired or duplicated by others.

*See Crum v. Bridgestone/Firestone North Amer. Tire.*, 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure **would** cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at [www.openrecords.state.pa.us](http://www.openrecords.state.pa.us).

**I-18. Debriefing Conferences.** Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer’s request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers.

**I-19. News Releases.** News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

**I-20. Commission Participation.** Unless specifically noted in this section, Proposers must provide all services to complete the identified work.

**I-21. Cost Submittal.** The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal. **Failure to meet this requirement may result in disqualification of the proposal.**

**I-22. Term of Contract.** The Commission intends that the term of the contract will commence on the Effective Date (as defined below) and will remain in effect for a period of one year. The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

**I-23. Proposer's Representations and Authorizations.** Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the response section of this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.

- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

## **I-24. Insurance.**

### **A. General Insurance Requirements**

1. The Professional Services shall not commence until the Professional Service Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the Commission; nor shall the Professional Service Contractor allow any Subcontractor to commence work on any Commission projects until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Professional Service Contractor will be granted only after submission to the Commission, original certificates of insurance signed by the representatives of the insurers or, at the Commission's request, certified copies of the required insurance policies.
2. The Professional Service Contractor shall require all Subcontractors to maintain during the term of the Contract Commercial General Liability Insurance, Business Auto Liability Insurance, Professional Liability Insurance (if applicable), Pollution Liability Insurance (if applicable), and Workers' Compensation and Employers Liability Insurance at the same limits required of Professional Service Contractor.
3. All insurance required herein, with the exception of the Professional / Errors and Omissions Liability Insurance shall be written on an "occurrence" basis and not a "claims-made" basis. For Professional Liability "claims-made" coverage:
  - a. The retroactive date must be on or prior to the start of work under this contract; and
  - b. The Subcontractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years – the required completed operations period.



4. The Commission, its commissioners, agents, servants, employees and representatives shall be named as additional insured on the Contractor's liability (General Liability, Automobile Liability and Umbrella Liability insurance) insurance program with respect to the liability arising out of the Contractor's work (including products and completed operations as well as ongoing operations) and the certificate of insurance, or the certified policy, if required, must also state this. This coverage should be provided, along with evidence of such coverage, for a period of two years after completion of the project.
5. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Owner.
6. Insurance provided to the Commission as specified herein shall be primary and non-contributory.
7. No acceptance and/or approval of any insurance by the Commission shall be construed as relieving or excusing the Professional Service Contractor or the Professional Service Contractor's Surety (if applicable) from any liability or obligation imposed upon either or both of them by provisions of this Contract.
8. Any deductibles or self-insured retention's of (\$10,000) or greater shall be disclosed by the Professional Service Contractor, and are subject to Commissions written approval. Any deductible or retention amounts elected by the Professional Service Contractor or imposed by the Professional Service Contractor's insurer(s) shall be the sole responsibility of the Professional Service Contractor.
9. All insurance companies shall have an AM Best's rating of A- or better and be licensed to do business in the State of Pennsylvania.
10. There shall be no liability upon the Commission, public officials, their employees, their authorized representatives, or agents either personally or as officials of the Commission in carrying out any of the provisions of the Contract nor in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Commission.
11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
  - a. The Contractor and subcontractors waive all rights of recovery against the Owner and all the additional insured's for loss or damage covered by any of the insurance maintained by the contractor or subcontractor.
  - b. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.
12. Any type of insurance or any increase in limits of liability not described above which the contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

## B. Professional Service Contractor Liability Insurance Requirements

- The Professional Service Contractor shall purchase the following insurance coverage's for the minimum limits specified below or required by law.
- **Commercial General Liability** insurance for bodily injury, personal injury, and property damage including loss of use, etc. with minimum limits of:

\$1,000,000	each occurrence;
\$1,000,000	personal and advertising injury;
\$2,000,000	general aggregate; and
\$2,000,000	products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- Coverage is to be provided by the standard Commercial General Liability insurance policy ("Occurrence Form");
- General aggregate limit applying on a per project/ location basis;
- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors;
- Contractual liability including protection for the Professional Service Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract;
- Liability arising from the explosion, collapse or underground (XCU) hazards (If Applicable)
- Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment (including coverage for the Additional Insured's as set forth in these Insurance Requirements).
- **Business Auto Liability** insurance with a minimum limit of \$1,000,000 per accident and including, but not limited to, coverage for all of the following:
  - Liability arising out of the ownership, maintenance or use of any auto;
  - Auto non-ownership and hired car coverage
  - Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
- **Workers' Compensation** insurance with statutory benefits as required by any state or federal law, including standard "other states" coverage; **employer's liability** insurance with minimum limits of:

\$1,000,000	each accident for bodily injury by accident;
\$1,000,000	each employee for bodily injury by disease; and
\$1,000,000	policy limit for bodily injury by disease.

1. Including Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law.
2. United States Longshore & Harbor Workers Act Coverage, where applicable; and
3. Maritime Coverage under the Jones Act, where applicable.

- **Professional Liability:** Service Contractors (such as, but not limited to Architects, Engineers, Attorneys, Financial Advisors, Marketing Professionals, Physicians and Risk Management Consultants) shall provide professional liability and/or malpractice insurance with minimum limits of \$1,000,000.
- **Umbrella Liability or Excess Liability** insurance with minimum limits of:
  - \$5,000,000 per occurrence;
  - \$5,000,000 aggregate for other than products/completed operations and auto liability; and
  - \$5,000,000 products/completed operations aggregate.

Policy to apply excess of the Commercial General Liability (following form, Per Project / location), Commercial Automobile Liability and Employers Liability Coverage.

- **Pollution Liability (If Applicable)** Insurance
  - Occurrence/Claims Made Limit: \$1,000,000 per project
  - Insurance to be maintained for the duration of the work for a period of two years thereafter
  - No Exclusions for Silica, Asbestos or Lead.
  - Include Mold Coverage for full policy limit of liability.
- **Watercraft and Aircraft Liability (If Applicable):** If contractor utilizes any owned, used, leased, hired or borrowed watercraft or aircraft to complete their work in accordance with this Contract, the coverage shall be maintained.

Minimum Limits of Liability:

\$2,000,000 Per Occurrence

\$2,000,000 Aggregate

### C. Indemnification

The Contractor shall protect, defend, indemnify and hold harmless the Commission, and their agents and employees from and against all liability (including liability for violation of any law or any common law duty), claims, damages, losses, and expenses including attorneys' fees arising in connection with, out of, or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or to any statutory or regulatory rule designed to protect against such conditions, or to injury to or destruction of tangible property (other than the work itself), and including the loss of the use resulting there from, and (ii) is caused by or results from, in whole or in part, any act or omission of the Contractor, any Subcontractor, Sub-subcontractor(s), anyone direct or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused by or results from any act or omission of any party indemnified hereunder.

In any and all claims against the Commission or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee.

## **PART II**

### **INFORMATION REQUIRED FROM PROPOSERS**

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. All cost data relating to this proposal and all Small Diverse Business cost data should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Part II-1 hereof; (ii) Cost Submittal, in response to Part II-2 hereof.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

#### **II-1 Technical Submittal.**

##### **A. Proposal Cover Sheet (Appendix A)**

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person's email and telephone number date and the subject: REQUEST FOR PROPOSALS FOR COMPREHENSIVE AUDIT OF THE WORKERS' COMPENSATION FUNCTION, RFP 13-10260-3994.

##### **B. Table of Contents**

Include a clear identification of the material by section and by page number.

##### **C. Cover Letter and Executive Summary**

This letter must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit your firm's resources.

Summarize your understanding of our organization, your understanding of the work to be done and make a positive commitment to perform the work necessary. This section should summarize the key points of your submittal. (Limit to two pages.)

##### **D. Firm Overview**

Provide a brief history and description of your firm's business organization and its workers compensations audit service expertise and experience as it relates to the requirements discussed in Part IV of this RFP. Include the location of offices and the number and types of auditors, consultants or other relevant professional staff in each office. Discuss your firm's presence in and commitment to the Commonwealth of Pennsylvania. Include a discussion of the specific expertise and services that distinguish your firm.

E. Personnel

Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the consulting personnel that would perform the audit services as described in Section IV of this RFP. Specifically identify the primary person(s) who will be responsible for managing the relationship with the Commission during this endeavor. Proposer must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations.

F. Relevant Experience and Expertise

Provide a narrative statement regarding your auditing services expertise and experience as it relates to Part IV of this RFP. Additionally include a statement regarding your understanding of the requirements as outlined in this RFP and your ability to provide auditing services in accordance with the same.

Describe your firm's experience in providing similar auditing services to other clients, especially other governmental entities and/or similar public/private sector transportation organizations. Describe the business practices that enable you to complete these tasks in an efficient, timely and, at times, expeditious manner.

Provide a list of three references of clients for which your firm has performed similar work, as described in this RFP, within the past three years.

Include a statement regarding any other specialized workers compensation auditing services your firm may offer.

G. Approach

Provide a description of the proposed approach/methodology that you will follow in the along with a project plan and realistic timeline that identifies the phases and tasks required to complete the audit. Include in this section the deliverables and reports the will be provided, the project controls that will be used, and the tasks that will be performed.

**Note:** The Commission is interested in conducting the audit as expeditiously as possible and would favor an approach that moves aggressively to complete the assessment while still providing a thorough audit that fully meets all of the requirements of the RFP.

Provide a description of all of the deliverables that you will provide as an output of the audit, including samples and, at a minimum, a table of contents for each deliverable.

Provide relevant samples of deliverables from similar audits that your firm was primarily responsible for producing.

H. Commitment to Diversity and Inclusion

The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. Responding firms shall clearly identify DBE/MBE/WBE firms, expected to participate in the Contract, in their Proposal. Proposed DBE/MBE/WBE firms must be certified by the Pennsylvania Unified Certification Program ([www.paucp.com](http://www.paucp.com)) at the time of the submission of the proposal. The utilization of disadvantaged, minority and women-owned businesses are encouraged and will be considered a factor in the evaluation determination.

## **II-2 Cost Submittal.**

The information requested in this section shall constitute your cost submittal. **THE COST SUBMITTAL SHALL BE PLACED IN A SEPARATE SEALED ENVELOPE WITHIN THE SEALED PROPOSAL AND ON A CD-ROM, SEPARATE FROM THE TECHNICAL SUBMITTAL.**

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-9, Questions and Answers of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Proposer must complete Appendix B (Cost Breakdown.) Proposer must provide information that identifies the Resources (by position) that will be devoted to the effort, the average loaded rate for those resources and the number of hours each will devote to the effort. The table must also identify any other direct costs that went into calculating the Proposer's cost. The sum of the loaded rates times the number of hours for each position, plus the other direct costs must equal the total fixed price cost. Any costs not provided in the cost proposal will be assumed as no charge to the Commission.

The Contractor shall only perform work on the Contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The Commission shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the Commission shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under the Contract.

## **PART III**

### **CRITERIA FOR SELECTION**

#### **III-1 Mandatory Responsiveness Requirements.**

To be eligible for selection, a proposal shall be (a) timely received from a Proposer and (b) properly signed by the Proposer.

#### **III-2 Technical Nonconforming Proposals.** The two (2) Mandatory Responsiveness Requirements set forth in above (a and b) are the only RFP requirements that the Commission will consider to be non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in the proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the evaluation of the proposal.

#### **III-3 Proposal Evaluation.**

Proposals will be reviewed, evaluated, and rated by a Technical Evaluation Team (TET) of qualified personnel based on the evaluation criteria listed below. The TET will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will review the TET's evaluation and provide the Commission with the firm(s) determined to be highly recommended for this assignment.

The Commission will select the most highly qualified firm for the assignment or the firm whose proposal is determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each firm's rating. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the firm, firm's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

### **III-4 Evaluation Criteria.**

The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal. Respondents should explicitly address each of these evaluation criteria in its response.

1. Proposer and Personnel Qualifications and Experience
  - a. Proposer's relevant experience and expertise in conducting workers compensation audits as it relates to the requirements discussed in Part IV of this RFP.
  - b. Qualifications, experience and competency of professional personnel who will be assigned to the contract by the Proposer including tenure with firm, length of time in the industry and type of experience.
  - c. Financial ability of the Proposer to undertake a project of this size.
  - d. Response of references.
2. Approach
  - a. Understanding of the Commission's needs and scope of work.
  - b. Soundness of proposed approach, methodology, and deliverables for conducting workers compensation audits as it relates to the requirements discussed in Part IV of this RFP.
  - c. Responsiveness to the Commissions desire for expeditious timeline for completion.
  - d. Quality, completeness and applicability of sample deliverables provided.
  - e. Responsiveness, organization, and clarity of Proposal.
3. Cost.

While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.
4. Disadvantaged, Minority and Women Business Enterprise (D/M/WBE)

This refers to the inclusion of D/M/WBE firms, as described in Part II-1 H, and the extent to which they are expected to participate in the Contract. Participation will be measured in terms of total dollars committed or percentage of total contract amount to certified D/M/WBE firms.



## PART IV

### WORK STATEMENT

#### IV-1. Objectives.

- a. **General.** The Pennsylvania Turnpike Commission requests the performance of a Workers Compensation Audit in order to ascertain the degree to which the administration of its responsibilities in this area are being carried out efficiently, cost effectively and in compliance with applicable law.
- b. **Specific.** Performance of an Audit of The Pennsylvania Turnpike Commission Workers' Compensation Function.

The Third Party Administrator responsible for the day-to-day administration of workers compensation for the Turnpike Commission is:

CompServices, Inc.  
100 Corporate Center Drive, #101  
Camp Hill, PA 17011

CompServices, Inc. operates as third party administrator (TPA) under the supervision of the Workers Compensation Administrator and Risk Manager of the Turnpike Commission.

#### IV-2. Nature and Scope of the Project.

- a. **Statistical Information.** To assist proposers in responding to this Request for Proposal, the following information is provided:

##### Total WC Benefits Paid in Past Three Fiscal Years:

June 1, 2011-12: \$3,194,442  
June 1, 2010-11: \$2,326,458  
June 1, 2009-10: \$2,433,645

##### Total Claims – Past Three Fiscal Years

June 1, 2011-12: Total = 227 (Lost Time - 77; Med Only - 150); Open = 14  
June 1, 2010-11: Total = 210 (Lost Time - 72; Med Only - 138); Open = 13  
June 1, 2009-10: Total = 178 (Lost Time – 64; Med Only – 114); Open = 3

The total number of open claims as of February 4, 2013 is 78. Of these, 69 are lost time and 9 are medical only.

**The Workers' Compensation audit shall evaluate the following:**

- a.** Adequacy of claims management and staffing including:
  - 1. Overall workload;
  - 2. Individual workloads; and
  - 3. Supervisory personnel workloads.
- b.** All (non-controverted) medical bills are paid within thirty (30) days of receipt of invoice and supporting documentation.
- c.** Indemnity payments are made in accordance with PA Workers' Compensation Act.
- d.** Effective supervisory oversight and quality control.
- e.** Administration including but not limited to file set up, diary adherence and documentation.
- f.** All Bureau of PA Workers' Compensation forms are filed timely and accurately with the PA Bureau of Workers' Compensation.
- g.** Evidence of file closure within (60) days of last activity.
- h.** Aggressive pursuit of return-to-work opportunities.
- i.** Analysis of loss prevention efforts.
- j.** Effective use of Managed Care services including but not limited to Medical Case Management, Bill Re-pricing and Utilization Review.
- k.** Level of adherence by staff to the claims handling standards and procedures.
- l.** Level of adherence to special claims servicing requirements as outlined by the Pennsylvania Turnpike Commission.
- m.** Proper documentation of claims files (both electronic and paper).
- n.** Adequacy, timeliness, documentation and rationale reserves for medical, indemnity, expense and legal fees.
- o.** Promptness, documentation and justification of claims payments.
- p.** Adequacy of technical claims handling.
- q.** Review of Litigation Management process including expense monitoring.
- r.** Timeliness and adequacy of communication within the claims department.
- s.** Timeliness and adequacy of communication between the claims department staff and management.
- t.** Timeliness and adequacy of communication between the claims department staff and claimants.
- u.** Timeliness and adequacy of communication between the claims department staff and defense counsel.
- v.** Timeliness and adequacy of communication between the claims department staff, third party administrator and medical providers.
- w.** Adequacy of documentation and timely notice of serious claims to excess insurers and adequacy of compliance with excess insurer reporting requirements.
- x.** Adequacy of proper use of settlement and reserve authority.
- y.** Adequacy of subrogation efforts.
- z.** Adequacy of claims staff evaluation of the performance of outside contractors, including medical professionals, rehabilitation specialists, investigators and independent adjusters.

**Proposers must also comment on the feasibility of lump sum settlement of long-term injury claims in lieu of the absence of a Return to Work ('Light Duty') Program at the Pennsylvania Turnpike Commission.**

Those firms making proposals are encouraged to include any additional recommended audit activities and estimated pricing for each such activity. Additional pricing information related to such activities should be included in Appendix B (Cost Breakdown.)

**IV-3. Claims Audit Methodology.** Submitted proposals should detail the methodology the proposer proposes to use in completing this assignment including the number of actual claims files (both open and closed) you recommend be reviewed.

The Pennsylvania Turnpike Commission can provide the successful firm remote access to our claims system allowing some of the audit to be completed from the firm's office.

The Pennsylvania Turnpike Commission expects at a minimum, that 50 medical only and 60 lost time workers compensation claims be reviewed, with all open lost time claims incurred within the past three fiscal years being included in the audit. Each adjuster assigned to administer Turnpike Commission claims shall have his/her files audited. The Commission expects to receive a formal written report as to the audit's findings.

**IV-4. Requirements.** It is expected that all work associated with the award of this contract will be completed in its entirety and a formal report issued within 60 days of execution of agreement and notice to proceed given by the Risk Manager. During the performance of work under the contract, regular weekly updates will be provided to the Risk Manager.

## **APPENDIX A—PROPOSAL COVER SHEET**

See attached Appendix A (Word Document)

## **APPENDIX B—COST BREAKDOWN**

See attached Appendix B (Excel Spreadsheet)

# **Addendum No. 1**

RFP # 13-10260-3994

## **Comprehensive Audit of the Workers' Compensation Function**

**Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:**

### **REVISIONS**

1. On Page 10, Part II of the RFP, INFORMATION REQUIRED FROM PROPOSERS, paragraph one, the language has been revised to read as follows:

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. All cost data relating to this proposal should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Part II-1 hereof; (ii) Cost Submittal, in response to Part II-2 hereof.

### **QUESTIONS AND ANSWERS**

Following are the answers to questions submitted in response to the above referenced RFP as of February 14, 2013. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission (PTC).

1. Has the Turnpike Commission audited its WC program in the past? If so, are these reports public?

**No. No previous audit of the WC program has been conducted.**

2. Will the current report be issued for management use only or will it be a public document?

**The Audit will be a public document subject to redactions as provided for by the Pennsylvania Right to Know Law as well as HIPAA.**

3. While it appears that the scope of the audit appears to focus on CSI, is it the Turnpike Commission's goal to also audit those charged with oversight (the Workers Compensation Administrator and the Risk Manager's) performance as well?

**Yes, the goal is to audit those charged with oversight also.**

4. Is the Turnpike a self-funded WC program which is subject to PA Workers Comp laws?

**Yes**

5. There was mention of reinsurance. What are the attachment points and coinsurance levels of your program? How many claims were subject to reinsurance coverage by year and amount?

**Currently, there is no Excess Workers Compensation coverage placed for the Turnpike Commission. The most recent placement of such coverage expired on 01-14-2002.**

6. Has CompServices, Inc. been the TPA for all three years under review?

**Yes, CompServices, Inc. has been the TPA since 2006.**

7. Does CompServices, Inc. provide the Turnpike Risk Manager with performance and statistical reports on a regular basis? If so, can you outline the types of reports/data provided?

**Detailed information on WC claims is available via CSI database. Tailored reports can be obtained upon request.**

8. How much oversight does either the Workers Comp Administrator (WCA) or the Risk Manager (RM) exert over CSI? Is CSI, by design the de facto provider of most services? Does either the WCA or the RM have authority to override CSI's recommendations? If so, how often does it occur and are these decisions documented?

**The WCA manages the day-to-day performance of the TPA in administering WC claims. The RM is available for consultation on individual WC cases. Both have the authority to override CSI recommendations.**

9. Does CSI assign a specific number of employees (FTE's) to the Turnpike? If so, how many and what are their titles?

**Three FTE's are assigned to the Turnpike, a claims adjuster, a supervisor and an account manager.**

10. Can you provide a copy of the CSI contract for our review which hopefully outlines what key performance standards and agreements are between CSI and the Turnpike?

**The executed Agreement between the Pennsylvania Turnpike Commission and CompServices, Inc. can be found at [www.paturnpike.com](http://www.paturnpike.com), Doing Business with the PTC, Contract Postings, and keyword search "4400002934."**

11. For the statistical data supplied in Part IV, does Total Workers Comp Benefit Costs paid for each year include "all" costs or just indemnity and medical? Can we get a breakdown of costs, if available (indemnity, medical, legal, defense, investigations, etc.)? Does "open" claims at the end of the last three years represent "lost time" only?

**Costs include indemnity, medical, legal and expense. Breakdown of open claims is listed in section IV-2 under Total Claims, not just "lost time".**

12. Does CSI have the capacity to provide all claims data from the last three accident years in standard insurance claims file capture that accommodates UB-92, HCFA or NDC claims fields?

**Yes**

13. Does CSI provide the WCA or RM with an annual SAS70 (former) or SSAE16 (now) evaluation/opinion of internal control functions?

**Yes**

14. Does either the WCA or the RM have any issues or problems with the vendor? If so, are they documented?

**This question is not applicable.**

15. Does CSI or the Turnpike outsource any of the items included in a-z of the RFP to other vendors?

**No other functions related to the administration of WC claims are outsourced.**

16. Are we expected to opine on reserve amounts established by your actuary?

**Loss Reserves as posted by the TPA on individual claims are subject to this audit. Actuarial evaluations performed for the Turnpike are not considered within the scope.**

17. You mention assessing proper documentation in claims files, does this include review of provider audits to ensure amounts billed are supported by the medical record or is it sufficient to assume that if a bill exists that supports a payment is sufficient? To ask another way, is CSI required to perform audits on provider bills as a performance metric or only if they suspect fraudulent activity?

**CSI adjuster requires and reviews all supporting medical documentation prior to approving payment of any medical bill received. If supporting documentation is not provided or does not support the charges the bill(s) will be returned to the medical provider with a specific reason as to why payment is being denied.**

18. As far as auditing each adjuster's activity on behalf of the Turnpike Commission (IV-3), does this mean that a statistically reliable amount must be audited for each adjuster or that at least one file must be audited? If the former, could you provide us with production levels per adjuster for the periods?

**During the course of their employment by the Turnpike, CSI has utilized the services of several claims adjusters to perform related services. Each of these adjusters should have their work reviewed as part of this audit.**



19. The RFP requires the report to be rendered within 60 days of execution of the contract. This assumes full compliance and access by CSI, the WCA and the Risk Manager, we presume. In addition, drafts are typically produced before going final, is the Commission committed to providing timely review of all drafts?

**Yes**

20. Under term of contract, it states that the contract shall remain in force for one year from execution. Does this mean that you may anticipate a follow-up study to be done later or is this engagement for one audit only?

**It is anticipated that this engagement will be for one audit only. However, follow-up may be necessary, depending on audit results.**

21. Section I-24 (Insurance) requires a \$5 million umbrella policy in excess of a \$1 million primary E&O/GL/AL limit of coverage. This seems excessive given the nature and scope of the work being requested. Will the Commission consider waiving this requirement or allow the proposer to allow that project-specific additional cost to the cost proposal?

**Each proposer is expected to demonstrate the financial responsibility required for professional services contracts. It is assumed that each bid will reflect the cost of insurance carried by the proposer.**

22. Section II-2 (Cost Submittal) requires significant cost detail to be entered onto form specified in Appendix B of the RFP. Would the Commission consider a single fixed-price cost proposal, broken down by expense and consulting hours, as a satisfactory response either as a substitute for Appendix B or as an additional option?

**No.**

23. Section IV-2 would seem to indicate that the population of claim files selected for audit should be limited to files with a date of accident of June 1, 2009 or later. Is this assumption correct?

**No. Section IV-2 provides three years of experience only and does not infer anything other than the information displayed.**

24. Has the Workers' Compensation Function (Function) been audited in the past and if so can we get the report issued and what were the fees for the audit?

**Please refer to the answer to question #1.**

25. The Function is administered by a Third Party. Are all the records with the Turnpike or with the Third Party?

**Claim files are administered by, and in the possession of, the TPA. The Workers Compensation function is managed and directed at the Pennsylvania Turnpike Commission.**

26. Based on the scope in the RFP this engagement looks more like Agreed Upon Procedures (AUP) under the Attestation Standards. Can you clarify the scope of the engagement as an Audit or AUP?

**The status of the engagement is an audit.**

27. In section IV-3 of the RFP it indicates that there are several adjusters. Do we need to look at 50 medical only and 60 lost time claims for each adjuster? Is a formal written report required for each adjuster?

**Only one adjuster is assigned at any particular time. A formal written report is required for the Pennsylvania Turnpike Commission Workers Compensation function, not for the work of any individual adjuster.**

28. What is the Turnpike's anticipated timeframe for the execution of an agreement and notice to proceed?

**The Turnpike Commission anticipates execution of an agreement and notice to proceed in late April or early May, 2013.**

29. Has this audit been conducted in the past, and if so is there an old report or findings we can refer to in this project?

**Please refer to the answer to question #1.**

30. Has the Pennsylvania Turnpike Commission confirmed that they have the right to audit the TPA?

**The PTC has the statutory right to enter into all contracts and agreements necessary or incidental to the performance of its duties and execution of its powers.**

31. For this review is the focus only on claims management or does the Commission anticipate an IT review also?

**The focus of this review is claims management.**

32. Please explain the reinsurance program associated with excess claims and confirm that reinsurance is part of scope?

**There is currently no reinsurance or excess workers compensation coverage in force. Comment concerning this issue is welcome.**

33. Does the Pennsylvania Turnpike Commission have a timeframe where they like this audit to begin and be completed by?

**As per Part IV-4, it is expected that the audit will be completed and a full written report provided to the Turnpike Commission within 60 days of execution of agreement and notice to proceed given by the Risk Manager.**

34. Are there any specific KPI's reported on by the TPA on a periodic basis? If so what are they and how frequently are they prepared?

**Monthly reports are issued, but no KPI's have been designated to-date.**

35. Page #1 (I-5) Are travel-related expenses to be incorporated within the fee for services agreement (i.e., fee for service quote = professional fees + estimated travel expenses) or are they in addition to the negotiated fee for services agreement (i.e., fee for service quote = professional fees only)?

**It is expected that the bid price will reflect all expenses associated with performance of the audit. As per Part II-2, any costs not provided in the cost proposal will be assumed no charge to the Commission. All professional fees and other direct costs including estimated travel costs shall be part of the total fee for service quote.**

36. Page #2 (I-10) Based upon questions submitted by potential bidders, does the Commission intend to revise any part of the original RFP by issuing an additional addendum?

**Answers to the questions will be posted as an addendum to the RFP.**

- a. When can we expect to receive answers to proposal questions?

**All questions received by the deadline indicated in Part I-9 have been answered in this Addendum.**

37. Page #5 (I-22) What is the Commission's expectations relating to the anticipated "effective date" of a fully executed contract between the Commission and the successful bidder (i.e., when would engagement-related activities reasonably be expected to commence)?

**Please refer to the answer to question #28.**

38. Pages #6 - #9 (I-24A&B) With respect to insurance-related coverages set forth in I-24:
- a. Is the Umbrella Liability/Excess Liability Policy requirement of \$5,000,000 negotiable given the nature and projected cost of the services to be performed?

**Please refer to the answer for question #21.**

39. Page #12 (II-2) The following questions are submitted to assist with the estimation of engagement-related professional fees and expenses including travel:

- a. Are the Commission's workers' compensation claims maintained:
- i. Entirely in an electronic format within a claims management system (no separate physical claim files exist);

**Yes**

- ii. In both an electronic format within a claims management system as well as physical claim files; OR

**No**

- iii. Entirely in physical claim files (no claim-related data including notes, payments, reserves, internal work product, correspondence, etc.) is maintained within a claims management (or other) system.

**No physical file is maintained.**

- b. In the event workers' compensation claims-related data is maintained within an electronic format within a claims management system or other system (in whole or in part):

- i. What is the name of the claims management system utilized by CompServices, Inc.?

**CompSuite software by StoneRiver. <http://www.stoneriver.com>**

- ii. Is the claims management system internally developed or a vendor developed and supported technology? If the latter, please identify the vendor/developer?

**StoneRiver**

- iii. Describe at a high-level the technology upon which the claims management system is designed (e.g., DOS-based/green screen, DOS-based with a windows front-end user interface, web/internet-based, other, etc.)

**Browser based application running on IBM iSeries hardware.**

- iv. Does CompServices, Inc. utilize more than one technology to capture and maintain claim file documentation (e.g., a claims management system, imaging system, document management system)?

**Imaging system is integrated with claim system.**

- v. Does/do the technology(ies) utilized by CompServices, Inc. allow for remote access by auditors or will auditors be required to have a team of resources on-site during the entire claim file review segment of the engagement?

**Claim data may be accessed remotely through a web-based read-only application known as CSINet, developed internally at CSI.**

- c. In the event workers' compensation claim-related data is maintained in physical claim files (in whole or in part), are those physical files maintained onsite at CompServices, Inc.'s address listed in the RFP (i.e., 100 Corporate Center Drive, #101, Camp Hill, PA)? If not, where are the files located and/or where will claim file be made available for review?

**Please refer to Part (b) above.**

40. Has the Commission conducted a prior workers' compensation audit of CompServices, Inc. or a predecessor TPA? If so:
- a. When was the last workers' compensation audit conducted?
  - b. How many open and closed: (i) medical only; and (ii) lost time workers' compensation claims were evaluated in conjunction with the most recent audit?
  - c. What was the total cost of the most recent audit including both professional service fees and expenses (including travel)?

**Please refer the answer to question #1.**

41. How many CompServices, Inc. adjusters are currently assigned to the Commission's Account? For each adjuster, please identify their:
- a. Name;
  - b. Title; and
  - c. Role (i.e., medical only versus indemnity/lost time)

**One adjuster is assigned to the Turnpike. Additional information will be given after award of the contract.**

42. Please provide an organizational chart for the Commission's workers' compensation program.

**The Workers Compensation Administrator reports to the Risk Manager, who reports directly to the Chief Financial Officer.**

All other terms, conditions and requirements of the original RFP dated February 5, 2013 remain unchanged unless modified by this Addendum.