



REQUEST FOR PROPOSALS

CITY OF QUINCY, MASSACHUSETTS
PURCHASING DEPARTMENT
1305 HANCOCK ST., QUINCY, MA 02169

Invites sealed bids/proposals for furnishing and delivering to the City of Quincy:

LAW DEPARTMENT

WORKERS COMPENSATION CASE

June 13, 2014 @ 11:00 a.m.

ADMINISTRATION/MANAGEMENT AND RELATED SERVICES

The City of Quincy acting on behalf of the Law Department is soliciting proposals for Services to be covered include administration/management of future workers' compensation cases; administration/management of existing workers' compensation cases, loss control services, administration/management of medical services provided to police and fire personnel pursuant to M.G.L. Chapter 41, Section 111F and the integration of services with the Quincy Retirement Board's "Early Intervention Program". Services also include preparing and submitting to Medicare mandatory secondary payer reports.

Detailed specifications are available on-line at the City of Quincy's website, www.quincyma.gov and also available at the office of the Purchasing Agent, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts, 02169, between the hours of 8:30^{AM} and 4:30^{PM} for a non-refundable printing charge of \$25.00. Questions relative to this proposal may be email to Kathryn Hobin, Purchasing Agent, at khobin@quincyma.gov or Kim Trillcott, Contract Coordinator at kimtrillcott@quincyma.gov. Questions will be received until JUNE 6, 2014 at 4:00 p.m.

Non-Price Bid/Proposals must be in a sealed envelope and price proposals must be in a separate sealed envelope. The outside of the sealed envelopes are to be clearly marked "**RFP - NON PRICE PROPOSAL ENCLOSED**" with time/date of RFP and "**RFP - PRICE PROPOSAL ENCLOSED**" with time/date of RFP.

Bids/Proposals will be received at the office of the Purchasing Agent until the time and date stated above, at which time and date they will be opened and registered. Late Bids/Proposals, delivered by mail or in person, will be rejected.

If applicable, bids shall be in accordance with M.G.L. Chapter 30B, Chapter 149 as amended, and Chapter 30, Sections 39A, 39B and 39F-R.

The right is reserved to reject any or all RFPs or to accept any part of an RFP or the one deemed best for the City, and waive any informalities in the bidding, if it is in the best interest of the City to do so.

Thomas P. Koch, MAYOR

Kathryn R. Hobin, Chief Procurement Officer



CITY OF QUINCY, MASSACHUSETTS
PURCHASING DEPARTMENT
1305 HANCOCK STREET, QUINCY, MA 02169

DETAILED SPECIFICATIONS AND REQUIREMENTS

ISSUE DATE: MAY 21, 2014
BID CALL: JUNE 13, 2014 @ 11:00 A.M.
DEPARTMENT: LAW DEPARTMENT
ITEM: WORKERS COMPENSATION CASE ADMINISTRATION AND RELATED SERVICES

1. Certified check or 5% bid bond is **not** required.
2. A Payment Bond is not required.
3. The following forms, **if contained** in the bid documents, must be completed and signed:
 - √• Certificate of Non-Collusion
 - √• Tax Compliance Certificate
 - √• Certification Relating to Debarment and Suspension
 - √• Signature Authorization Form
 - √• Proposal Sheet 5 of 5 (Lines 28 – 39)
 - Certification of General/Sub-bidders on Public Construction Projects Regarding Health and Safety and Non-Collusion and
 - Certification concerning Responsible Employer Ordinance (if contract is over \$100K)
 - Form for General Bid
 - Schedule of Participation Minority and Women Business Enterprise
4. Do not separate any sheets from this bid call.
5. All prices are to include delivery F.O.B. destination unless noted otherwise.
6. Wherever a manufacturer's name or model number is specified, it is to be clearly understood that the words "or approved equal" follow.
7. All vendors must acknowledge in writing receipt of any addenda.
8. The Purchasing Department shall accept questions in writing via facsimile up until 48 hours prior to the opening.

* TO THE EXTENT APPLICABLE THE FOLLOWING SECTIONS OF MASSACHUSETTS GENERAL LAWS ARE INCORPORATED HEREIN BY REFERENCE:

**M.G.L. CHAPTER 30B, CHAPER 30, SECTIONS 39A, 39B AND 39F-R AND
M.G.L. CHAPTER 149, AS AMENDED.**

In the event of any inconsistency between the bid, Information for Bidders, Bid Forms, Conditions or any other Contract Document or potential Contract Document and these statutes; or any other applicable statutes, by-laws or regulations existing on the date on which the bid is submitted, then the statute, by-laws or regulations shall govern. Such inconsistency shall not be grounds for invalidating this invitation to bid.

DATE: _____

**SPECS: WORKERS COMPENSATION CASE
ADMINISTRATION AND RELATED SERVICES**

BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

CITY OF QUINCY

The City of Quincy (hereinafter "City") seeks proposals in accordance with G.L. c. 30B, The Uniform Procurement Act. Award of a contract will be made within thirty (30) days after the date of the proposal openings unless the time for award is extended by mutual consent of all parties concerned.

Scope of Services

Services to be covered include administration/management of future workers' compensation cases; administration/management of existing workers' compensation cases, loss control services, administration/management of medical services provided to police and fire personnel pursuant to M.G.L. Chapter 41, Section 111F and the integration of services with the Quincy Retirement Board's "Early Intervention Program". Services also include preparing and submitting to Medicare mandatory secondary payer reports (See **Part III** below).

Background

The City presently provides workers' compensation insurance to its covered employees under the provisions of M.G.L., Chapter 152. There are approximately 100 open cases at the present time, of which 23 are collecting benefits under Sections 31, 34, 35 or 34A. Applicants are encouraged to examine the files located at the City's law Department, with prior reasonable notice. Such examination will, however, be restricted to comply with the privacy rights of the claimants. The City is qualified as, and will continue to act as, a self-insurer. The City of Quincy must comply with the mandatory reporting requirements of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L.110-173) See 42 U.S.C. 1395y(b)(7) & (8).

The City also provides benefits to police officers and firefighters, pursuant to M.G.L. Chapter 41, Section 111F. There are currently 4 claims by police officers and 8 claims by firefighters for Section 111F benefits. The Chief's of the respective departments makes the determination of entitlement to benefits and the department issues weekly payroll checks. The services sought relate solely to approving payment for medical treatment and reviewing and rating medical bills for such treatment.

Contract Period

The contract period shall be from, with an option to renew annually for two additional one-year periods. The contract awarded in response to these specifications shall be effective for the period of one year, July 1, 2014(or as soon thereafter as the contract commences) through June 30, 2015. Upon the satisfactory performance by the vendor the City of Quincy may extend the contract for two (2) additional terms of one (1) year each in which event the Contract shall automatically renew upon anniversary date of contract execution unless notified to the contrary by the City.

Covered Employees

All employees of the City are covered by workers' compensation except firefighters and police officers. Fire and Police are covered under the provisions of Massachusetts General Laws Chapter 41, Section 111F. The total number of covered employees is in excess of 2,450. This number will increase or decrease as City employment fluctuates.

PART I: Services Required – Workers Compensation Management

New Claims:

1. Process all workers' compensation claims reported by the City. Claims to be processed to conclusion.
2. Comply with all requirements of the Massachusetts Department of Industrial Accidents.
3. Attend periodic meetings at the City's law department.
4. Review any recommended lump sum settlements with the City's law department prior to discussion with other parties. Approval of lump sum settlement is retained by the City.
5. Provide monthly computerized loss runs showing claims, descriptions, compensation payments, medical payments, recommended reserves, and other appropriate data. Loss runs should indicate employees' department.
6. Prepare vouchers for initial payment of compensation, medical benefits, and other expenses. These will be forwarded to the City for payment.
7. Prepare vouchers for all medical payments in accordance with the Prevailing Massachusetts Rate Setting Commission rates unless instructed to the contrary by the City Workers' Compensation Agent. These will be forwarded to the City for payment.
8. Prepare quarterly reimbursement requests for supplemental benefits paid under the provisions of M.G.L., Chapter 152, Section 34B.
9. In providing the above services, the applicant shall:
 - a. Provide professional advice and guidance on all matters of workers' compensation.
 - b. Review all Employer's First Report's of Injury (Form 101) for consistency, completeness and clarity.

- c. Post and number chronologically each report.
- d. For “no-lost time claim”: upon receipt of medical bills alleged to be a result of the work related incident make reasonable inquiry into the factual basis of the incident sufficient to determine if the medical treatment is for an injury for which the City is responsible under G.L. Chapter 152
- e. Upon confirmation by the City of lost time sufficient to require the filing of the Form 101 with the Department of Industrial Accidents (DIA): make a reasonable preliminary inquiry into the factual and medical merits of the claim to determine whether to pay or deny the claim and file the necessary notice with the DIA within the time period required by Chapter 152.
- f. Establish liability reserve for compensation and medical for lost time cases.
- g. Provide for timely and periodic review of the payment status of all claims, including obtaining medical treatment records and other useful information and filing the necessary notices and documents with the DIA to reflect any changes in a claim status providing copies of all such documents to the City Law Department
- h. File all necessary documents on behalf of the City with the Massachusetts Department of Industrial Accidents.
- i. Refer contested claims to the City’s law department with all relevant claims information (medical records, reports and investigative material, etc.)
- j. Prepare individual document file on each claim.
- k. Request medical reports from treating physicians or facilities as may be needed to make any determination with respect the liability of the City under G.L. Chapter 152 and the nature and extent of the claimant’s disability.
- l. Execute first payment vouchers for disability compensation as determined under Chapter 152.
- m. Review with utmost care all medical bills. Authenticate each as related to the incident pursuant to Chapter 152.
- n. Authenticate medical payment rates pursuant to Massachusetts Rate Setting Commission, Chapter 6A.

- o. Schedule independent medical examinations of claimants with appropriate medical professionals in a timely manner as warranted by the circumstances of the claim; communicate these appointments to the claimants and assure the appointments are kept and reports submitted are timely, complete and forward such reports to the City Law Department.
- p. Maintain close association with the City's legal counsel. Assure counsel's files are current.
- q. Continue all above until each case is closed.
- r. Prepare detailed monthly experience reports.
- s. Report to the City each month on the type and frequency of all work related incidents by each department.
- t. Report to the City each month on the cost of all work related incidents by each department.
- u. Prepare, each quarter, a comprehensive written review of every open case, with recommendations for specific action on each case.
- v. Provide unlimited assistance to the City, including telephone conversations and meetings as requested by the City.

Existing Claims

- 1. Using existing files, establish appropriate claims reserves and process these claims to conclusion in accordance with the procedures outlined in the section identified as "Services Required – New Claims" as applicable.

PART II: Services Required – Police and Fire Personnel

- 1. Process all claims to conclusion in accordance with the procedures outlined in the section identified "*Services Required – New Claims*" to the extent that such procedures are applicable under the provisions of M.G.L., Chapter 41, Section 111F.

PART III: Services Required - Medicare Mandatory Secondary Payer Reporting

- 1. To coordinate with Medicare in completing and keeping current the Section 111 Mandatory Reporting Profile Report.
- 2. To report to COBC the Social Security numbers, gender, initial of first name , last name and date of birth as provided by the City for each claimant who received a settlement, judgment, award or other payment during each reporting period in order

to determine whether or not the claimant was a Medicare beneficiary during the reporting period.

3. To capture HICN numbers that are returned by COBC indicating Medicare entitlement.
4. To report to COBC any settlement, judgment, award or other payments made for the benefit of any claimant identified and reported by the City who is a Medicare beneficiary.

PART IV: Services Required – Loss Control

1. Provide periodic safety inspections as requested by the City.
2. Provide written loss control recommendations, including a review and analysis of accidents.
3. Attendance at safety meetings.

PART V: Data to be submitted with Proposals

1. Price proposals for services required in Part I and Part II are to be submitted in the form of an annual price for all services. Proposals for services required for loss control are to be submitted on an hourly fee basis. The proposal must identify annual costs for the following periods of time: July 1, 2011 – June 30, 2012; July 1, 2012 – June 30, 2013; and July 1, 2013 – June 30, 2014. The proposal must be all-inclusive.
2. A list with name, address, telephone number, and contact person's name for a at least four municipal accounts serviced by the applicant.
3. Resumes of key personnel who will be responsible for claims management and loss control activities, showing relevant past experience, education, training, etc. Any additional information necessary for the city to evaluate the proposer as provided in Part VI.
4. Copies of sample loss runs and other reports normally furnished to clients. Description of safety services normally provided to clients.

PART VI: Evaluation Criteria

All proposals will be evaluated based upon two sets of criteria: minimum and comparative. Your proposal must address each of the points under both sets of criteria.

A. Minimum Criteria:

1. Applicants must be in the business of administering/managing workers'

compensation cases and have at least four (4) years of experience in such business.

2. Applicants must be in the business of administering/managing indemnification of police officers and firefighters pursuant to M.G.L. Chapter 41, Section 111F and have at least four (4) years experience in such business.
3. Applicants must have successful experience with municipal workers' compensation claims adjusting and have a minimum of four (4) current accounts with self-insured employers who employ 500 or more employees.
4. Applicants must demonstrate a knowledge of current trends in workers' compensation administration.

B. Comparative Evaluation Criteria:

The following section contains an explanation of the comparative evaluation criteria. This will be used in measuring the relative merits of each proposal that has met the Minimum Criteria established above.

- Highly Advantageous – Proposal excels on a specific criterion.
- Advantageous – Proposal fully meets the evaluation standard, which has been specified.
- Not Advantageous – Proposal does not fully meet the evaluation standard, or is incomplete or unclear.

1. Expertise in providing services requested – Your proposal should clearly state your firm's experience in providing the services outlined in Part I. Proposals that demonstrate an exceptional amount of expertise in providing the requested services, will be "Highly Advantageous". Proposals that demonstrate a reasonable amount of expertise, will be rated "Advantageous." Proposals that do not demonstrate a reasonable amount of expertise, will be Rated "Not Advantageous". Finally, proposals that do not include a summary of the firm's experience, will be rated "Unacceptable".
2. Examples of Reports – If the examples of reports submitted are clear and complete in content, the response will be rated "Advantageous". If the proposer can document that these reports have been run for existing clients from actual controverted or contested claims the response will be rated "Highly Advantageous". If the examples of reports are not clear or complete, the response will be rated "Not Advantageous". If no examples of reports are submitted, the response will be rated "Unacceptable".
3. The proposer must demonstrate that they currently have a minimum of four (4) current accounts with clients who are self-insured under the provisions of M.G.L. Chapter 152. A proposer who currently has four (4) or more such clients

will be rated “Highly Advantageous”. A proposer who currently has three (3) or more such clients will be rated “Advantageous”. A proposer who has only one (1) or two (2) such clients will be rated “Not Advantageous”. Finally, a proposer who has no such clients will be rated “Unacceptable”.

4. A proposer who assigns an individual to work with the City who has been providing these services to Massachusetts municipalities for ten (10) or more years will be rated “Highly Advantageous”. If the individual has been providing these services for five (5) to nine (9) years, the proposer will be rated “Advantageous”. If an individual has been providing these services for two (2) to four (4) years, the proposer will be rated “Not Advantageous”. Finally, if the individual has been providing these services for less than two (2) years, the proposer will be rated “Unacceptable”.

PART VII: Additional Provisions

1. All claims files belong to the City.
2. Given proper and reasonable notice, the City reserves the right to inspect files on the Administrator’s premises.
3. Legal services are provided by the City’s law department or its designee.
4. The City reserves the right to interview proposers prior to reaching a final decision on the award of the contract.
5. The successful proposer will be required to sign a contract that outlines the services and fees along with any other information deemed appropriate by the City.
6. The City reserves a right to reject any and all proposals deemed not in the interest of the City.
7. Successful proposer will be required to sign all reasonable documentation in accordance with Massachusetts law.
8. Proposal envelopes shall be clearly marked as follows: “Proposal for”, “Time” and “Date of Opening”.
9. The successful applicant shall comply with all applicable Federal, State and Local Laws and Regulations.
10. The successful applicant is not an agent or employee of the City and is not authorized to act on behalf of the City.
11. The successful applicant shall not assign its proposal hereto or

Agreement pursuant hereto, or any interest therein, without prior written consent of the City.

12. Applicants shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
13. Conflict of Interest: The applicant certifies that no official or employee of the City has a financial interest in this quotation or in the contract which the applicant offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of M.G.L., Chapter 43, Section 27 (Interest in Public Contracts by Public Employees), and M.G.L. Chapter 268A, Section 20 (Conflict of Interest), and that this quotation is made in good faith without fraud or collusion or connection with any other person submitting a quotation.
14. Termination:
 - A. For Cause: The City shall have the right to terminate the Agreement with successful applicant ["the Agreement"] if (i) applicant neglects or fails to perform or observe any of its obligations there under and a cure is not affected by applicant within fifteen (15) days next following its receipt of a termination notice issued by the City; (ii) if a judgment or decree is entered against applicant approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy, insolvency and such judgment or decree remains unvacated for thirty (30) days; or (iii) immediately if applicant shall file a voluntary petition relating to bankruptcy or any petition or answer seeking arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief or debtors or shall seek or consent or acquiesce in appointment of any trustee, receivership or liquidation of any applicant's property or (iv) funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year of the Agreement. The City shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of the services provided.
 - B. Return of Property: Upon termination, applicant shall immediately return to the City, without limitation, all documents, files and items of any nature whatsoever, supplied to the applicant by the City or developed by the applicant in accordance with the Agreement.
15. Discrimination: It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the applicant to engage in any practice which shall violate any provision of M.G.L., Chapter 151B, or other local, state or federal law, statutes, orders, regulation or ordinances, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, creed, national origin,

sex, age or ancestry.

16. Interpretation of Specifications/Terms: Any prospective applicant requesting an interpretation of existing specifications or terms and conditions must do so within five (5) working days before scheduled bid opening date. All requests are to be in writing to the City's law department and are to be in duplicate.
17. Cancellation of Bid: To withdraw, cancel, correct or modify a bid at any time Prior to the bid opening date, an applicant must submit such request in writing to the City's law department. Corrections or modifications must be sealed when submitted.

PART VIII: Proposal Submission Requirements

1. Proposals are invited and will be received by the Kathryn Hobin, Purchasing Agent, City of Quincy, 1305 Hancock Street, Quincy, MA 02169 on or before June 13, 2014 @ 11:00 noon.
2. Three (3) copies and one (1) original of the proposal shall be submitted.
3. Proposals to receive consideration must be in the hands of the Purchasing Agent or her authorized representative not later than the day and hour above mentioned.
4. Separate evaluation criteria and price proposals must be submitted.

Three copies of your evaluation criteria submittal must be submitted in a sealed envelope with the proposer's name and address and marked Workers Compensation - Evaluation Criteria

Three copies of your price proposal must be submitted in a sealed envelope with the proposer's name and address and marked Workers Compensation - Price Proposal.

**CITY OF QUINCY
REQUEST FOR PROPOSALS**

**WORKERS' COMPENSATION CASE ADMINISTRATION/MANAGEMENT AND
RELATED SERVICES**

PRICE PROPOSAL FORM

1. Annual price for Claims Administration Services for all Chapter 152 claims
(New claims and old claims, as outlined in Part 1)
\$ _____

2. Annual price for all services related to Police and Fire Medical Administration
(As outlined in Part 2)
\$ _____

3. Services Required – Loss Control (Please state hourly rate)
(As outlined in Part 3)
\$ _____
Per hour



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

TAX COMPLIANCE CERTIFICATE
MASS. GENERAL LAWS, CH. 62C, S: 49A(b)

I hereby certify that pursuant to MGL Chapter 62c, section 49a, I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support. This is being signed under the pains and penalties of perjury.

(1) Individual Contractor

(Contractor's Name and Signature)

Social Security Number

(2) Corporation, Association
or Partnership

(Contractor's Name)

Federal Tax ID Number, or
Social Security Number

By:

(Authorized Signature)

CERTIFICATE OF NON – COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union committee, club, or other organization, entity, or group of individuals.

(Name of person signing bid or proposal)
(Please print)

(Signature required)

(Name of business)



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: (617) 376-1060

Fax: (617) 376-1074

SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

_____ (NAME OF CORPORATION)

held on _____, at which all the Directors were present or waived notice, it was
(DATE)

VOTED, that:

_____ (NAME)

_____ (TITLE)

of this company, be and he/she hereby is authorized to execute Contracts and Bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such _____ under seal of the Company, shall be valid
(TITLE)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of future Contracts until notified to the contrary.

A true copy,

ATTEST: _____
(CLERK'S SIGNATURE)

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the:

_____ that _____ is the
(COMPANY) (NAME)

duly elected _____ of said Company, and that the above VOTE has not been
(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

_____ CORPORATE SEAL