

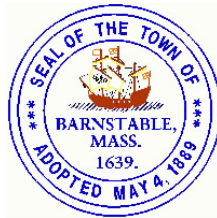
TOWN OF BARNSTABLE

**Administrative Services Division
Human Resources Department**

REQUEST FOR PROPOSALS

for

**Third Party Administrator Services Associated
with the Town's Workers Compensation
Program**



September 20, 2011

All potential bidders are required to be registered on the Town of Barnstable Bid & RFP System at www.town.barnstable.ma.us. This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid document and all associated documents to check the Town of Barnstable Bid & RFP System for any addenda or modification to this solicitation, if they intend to respond. The Town of Barnstable accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document or documents obtained from a source other than the Town. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

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SECTION I. INTRODUCTION AND BACKGROUND

The Chief Procurement Office of the Town of Barnstable, on behalf of the Town Manager and Director of Human Resources, is soliciting responses from qualified professional firm(s), organization(s) or individual(s) to provide claims administration and management expertise and guidance in its workers' compensation program. This contract commences on November 1, 2011 and runs through June 30, 2012, and includes two additional and separate one (1) year contracts through June 30, 2014.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

A. BACKGROUND

The Town of Barnstable is located on Cape Cod and was incorporated in 1639. The Town has an annual year-round population of over 48,000 (2000 Federal Census) and approximately 125,000 - 150,000 seasonal residents. The average per capital income of the residents of Barnstable is \$46,811 (2000 Federal Census). Of the residents over age 25, approximately 88.7% have a high school degree, and 28.1% have a bachelor's degree or greater. The Town encompasses an area of 64.1 square miles and consists of seven distinct villages: Barnstable, Centerville, Cotuit, Hyannis, Marstons Mills, Osterville, and West Barnstable. It serves as the County Seat for Barnstable County. The Town of Barnstable is located approximately 65 miles from Boston and approximately 75 miles from Providence.

The Town of Barnstable serves as the commercial center for Cape Cod. It houses the main hospital, regional social service agencies, the superior court, Barnstable Municipal Airport, and the regional shopping mall to name a few. The Town functions under a Council-Manager form of government, with a charter-supported strong Manager, and thirteen Town Councilors elected by precinct. The Barnstable Town Council is the legislative and policy-making branch of the town government. The council develops, adopts, and enacts policies and ordinances, which it believes promote and enhance the general welfare of the Town.

The Town of Barnstable employs over 1,300 full time and 800 part time employees including municipal functions, DPW functions, schools and a municipal airport. The Municipal function does NOT include Fire Department personnel as the Fire Departments are separate entities from The Town of Barnstable.

The Town does insure its police personnel in case they are injured in the line of duty, and a contract resulting from this RFP may at the Town's option include the Third party Administration services associated with 111F claims.

Workers Compensation History

After six years of contracting for dollar one workers compensation coverage through MEGA (FY06 through FY08) and Trident (FY09 through 2011), the Town's MOD and ARAP contributed to market conditions that resulted in the Town Deciding to return to a self funded/insured status. The Town is purchasing an Excess liability policy to provide some measure of stop loss coverage, but the Town seeks

to engage a qualified third Party Administrator to assist in the management of the workers compensation coverage provided to Town employees and volunteers.

SECTION II. KEY DATES FOR THIS PROPOSAL

Key dates for this Proposal

| | |
|----------------------------|---|
| September 25, 2011 | RFP Advertised in Cape Cod Times |
| October 7, 2011 | Last date for written questions due to Purchasing Agent |
| October 13, 2011 | Proposals Due 2:00 pm, Purchasing Agent's Office |
| Week of October 17th, 2011 | Optional Interview period |
| October 21, 2011 | Notification of Award |
| November 1, 2011 | Contract to commence |

SECTION III. PROPOSAL INSTRUCTIONS

A. INSTRUCTIONS TO PROPOSERS

1. Attention of all proposers is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
2. The Town of Barnstable may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.
3. The Town of Barnstable may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
4. No forms are provided by the awarding authority except the Certificate of Non-Collusion/State Taxes Certification Clause found in Appendix A, the price proposal worksheet Appendix B and the Agreement Between Consultant and Town Contract, Appendix D. However, all proposals shall be in ink or typewritten and must be completed according to the instructions contained herein and format required in Appendix E.
5. Questions requiring clarification shall be submitted in writing or faxed to the Purchasing Agent prior to date indicated above in Key Dates in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of proposals. See section VI sub-section C for addresses and phone numbers. Should it be

found necessary, a written addendum will be incorporated into the RFP and will become part of the contract. Those who have received a copy of the RFP will be notified of such changes.

6. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposal by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.
7. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.
8. All proposals shall be submitted to the Purchasing Agent's Office, Procurement & Risk Management, Town of Barnstable, 230 South Street, 3rd Floor, Hyannis, MA 02601, on or before the date and time stated in the "Legal Advertisement"- Appendix D. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer. Sealed Non Price Proposals must be submitted in a separate, sealed envelope from the Sealed Price Proposal.
9. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the "Legal Advertisement". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the Consultant. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.
10. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
11. It is understood that the Consultant's Proposal to the Town of Barnstable to provide said services and products will remain valid for 90 days past the submission deadline.
12. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full. .
13. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firm/organizations, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached Appendix A.
14. If the proposer intends on subcontracting portions of the required work, then the proposer will ensure that all specifications within their Proposal as well as the RFP are met, regardless of who performs the work. Any subcontractors must be so noted in the Consultant's proposal. The Consultant must comply with all federal, state, and municipal laws, ordinances, rules and/or regulations, including labor laws, and those against discrimination, existing or adopted in the future which are applicable at any time to the consultant pursuant to its obligations during this grant award. The consultant and any of his subcontractors, agents, servants and/or employees shall obtain at their sole cost and expense, all required permits, franchises, approvals, licenses and/or certificates necessary for the performance of his obligations pursuant to the agreement.
15. All costs involved in preparing the Proposal will be borne by the Consultant; the Town will not be liable for any costs associated with the creation of the Proposal. The proposer shall be

familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.

16. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
17. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
18. Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.
19. The evaluation of the Non-Price Proposals will be conducted by a team/committee appointed by the Purchasing Agent. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
20. The Non-Price Proposals will be opened on the date and at the time stated in the "Legal Advertisement". The name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed and a contract has been awarded. A register of proposals will be completed indicating the name of the proposer and the number of proposal modifications submitted by each proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. The Price Proposals will be opened only after the evaluation has been completed.
21. Any contract resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the Town of Barnstable. The Town alone will be the sole judge in determining whether a Consultant's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected Consultant will be under contractual agreement to the Town per the attached contract document.
22. Response to this Request for Proposal acknowledges the Consultant's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful Consultant's proposal as part of the system contract. IF THE CONSULTANT'S PROPOSAL DOES NOT COMPLY WITH THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL, OR IF AN ITEM IS NOT UNDERSTOOD IN ANYWAY, A COPY OF THAT SECTION OF THE REQUEST FOR PROPOSAL MUST THEN BE INCLUDED IN THE PROPOSAL AND ALL ITS COPIES CLEARLY STATING THE DEVIATION, ADDITIONS, OR OTHER COMMENTS.

B. NOTIFICATION OF AWARD

All proposers will be notified of the selection decision within 30 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the Consultant agrees to extend the period of time in which the proposal is valid.

C. CONTRACT

This Request for Proposal, as well as the selected Consultant's proposal, and any addenda to that proposal, will become part of the final contract. The contract the Town will sign is attached as Appendix D.

The contract shall be subject to **force majeure** considerations and in the event that either party hereto shall be prevented from the performance of any act required thereunder by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations shall be excused for the period of the non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Municipality.

It is agreed, however, that since the performance dates of this contract are important to the implementation of the entire revaluation program, continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the consultant, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract."

D. TERMINATION OF CONTRACT

Subject to the provisions of the section explaining **Force Majeure**, if the Consultant shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Consultant shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the consultant, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

E. INSURANCE REQUIREMENTS

Indemnification - Contractor will indemnify and hold harmless the Town of Barnstable and its employees against any and all claims for damages on account of bodily injury, including death, property damage, personal injury, and advertising injury by any act or omission due to negligence of the Contractor, subcontracts, its agents, or employees during the term or any extension of the resultant agreement, and in case of any action or actions or other legal proceedings shall be brought or instituted against the Town of Barnstable on account of any such claims, Contractor shall indemnify and hold harmless the Town of Barnstable.

General Insurance - The Consultant shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Consultant agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Consultant to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Consultant shall indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed

offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the Consultant, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Consultant will provide copies of certificates of insurance to the Town of Barnstable, Procurement & Risk Management.

Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Consultant. Annually, at time of vendor's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Consultant.

All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

Comprehensive General Liability Insurance

The Consultant shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

Automobile Liability and Property Damage Insurance

The Consultant shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Consultant. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

Workers' Compensation Insurance

The Consultant shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any sub-Consultant to cover their operations with the same minimum limits as required of the Consultant. Consultant's insurance shall be primary insurance to all insurance carried by Town.

F. MISCELLANEOUS INFORMATION

All information acquired by the Consultant from the municipality or from others at the expense of the municipality in performance of the agreement, shall be and remains the property of the municipality. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the consultant for delivery to the Town shall be and remain the property of the Town.

The Consultant agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town.

SECTION IV. PROPOSAL REQUIREMENTS

A. MINIMUM REQUIREMENTS

The Evaluation Committee shall reject proposals which do not meet the following certain minimum requirements:

1. Minimum of three (3) years experience in providing similar services to public or private entities. Supporting documentation must be submitted with proposal. The Town particularly is interested in assignments in communities with similar size characteristics or similarly sized workforces. Please cite specific assignments and provide client contact information.
2. The proposal must be from an established business, corporation, partnership, firm or individual(s) who normally furnish such services as the principal business for which the corporation or firm is formed. A description of the business including a list of clients (does not have to be complete list; sample is acceptable) and number of employees is required.
3. All proposals shall be submitted to the Procurement & Risk Management as stated in "Legal Advertisement"- Appendix E. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer. Sealed Non Price Proposals must be submitted in a separate, sealed envelope from the Sealed Price Proposal.
4. The proposal must be received in the Procurement Office before the deadline for receipt of proposals as stated in Section II, Key Dates and must be complete (must include or address all items specified in Section VI -- Proposal Submission Requirements).
5. The proposer must have signed both the Certificate of Non-Collusion/State Taxes Certification Clause (Appendix A) and include them in the proposal package.
6. The proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
7. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

B. GENERAL REQUIREMENTS:

1. The Proposer shall provide all those services customarily performed by a modern, professional, full service Third Party Administrator in accordance with the provisions and requirements specified herein and in order to assure the Town meets its objectives.
2. Proposers responding to the RFP must document and show a broad understanding of and significant experience in these services.
3. Proposers must demonstrate a clear understanding of the issues within the Workers Compensation industry, with specific knowledge of Municipal needs in Massachusetts.
4. Proposers must indicate whether on-line access is available and, if so, indicate the cost for such services. All MIS charges must also be clearly indicated in the proposal. Proposers may be required to provide a live demonstration of their information systems. Please indicate what arrangements would be necessary to facilitate such demonstration.

C. BACKGROUND AND STAFFING REQUIREMENTS

1. Please provide information on the firm/organization, its history, credentials in providing third party services for municipalities, and the principal place of business.
2. The Firm must set forth the staffing to be utilized for this service. Provide resumes for specific key staff to be assigned to perform the contracted services that include education, relevant past experiences, qualifications, licenses (if applicable), current projects being worked on and any other pertinent information that will assist in making the selection.
3. List key contact individuals to be assigned to this account and contract, with their duties and responsibilities.
4. Submitting firm must be prepared to contractually commit all individuals as submitted in their Proposal to this service. Any deviation from the proposed will constitute a breach of Contract to any agreement which may result from this Request for Proposals.
5. The Proposal must include resumes, experience, and qualifications of any proposed consultants that would be utilized by the Proposer in the performance of this contract. Any deviation from the consultant's listed subconsultants or their team will constitute a breach of Contract to any agreement which may result from this Request for Proposals. Any change in consultants listed in the Proposal must obtain approval from the Town.
6. Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change in the proposer's staffing as outlined in the Proposal will be subject to the approval of the Town of Barnstable. The Town Manager, or designee, shall notify the proposer within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the Town.

D. TECHNICAL SCOPE OF SERVICES

Information Requirements

Responding firm/organizations are encouraged to draft a scope of work that in their opinion and based on their experience is appropriate for addressing the issues raised by the Town. Proposers are free to place more or less emphasis on certain tasks based on their experience and should not feel constrained by the Scope of Work outlined in this RFP.

The Town encourages proposals that present a collaborative approach that would expand the scope of services and expertise to be provided to the Town. If any part of the work to be performed is to be subcontracted, including legal, medical bill payment, utilization review, claims management, etc., the proposer shall provide a complete description of services to be subcontracted together with a fee schedule and a complete description of the qualifications and capabilities of the subcontractor to perform the services.

The proposer should also indicate whether the proposed medical bill payment vendor and utilization review vendor will use Massachusetts-based personnel and should provide detail about the vendor's staff level and years of experience with the Massachusetts Workers' Compensation system utilization review protocols and medical fee schedule. Fee arrangements of the subcontracted parties must also be set out in explicit detail. As part of the contract, The Town of Barnstable reserves the right to approve or disapprove any and all such subcontractors and to revoke any approval previously given.

Scope of Services

The structure of the Town of Barnstable's workers' compensation program includes the purchase of specific excess coverage with a per occurrence self-insured retention of \$500,000. The Town of Barnstable currently is in the process of purchasing this aggregate excess coverage.

The successful proposer shall furnish services equal to or superior to those provided by standard insurance companies with respect to workers' compensation claims.

The Town of Barnstable is committed to its injured employees returning to work as quickly as they safely can resume light or normal duties. The Town is expanding its program and will endeavor to bring injured employees back to work on full or modified duty on the earliest appropriate date.

The Scope of Services should include, but not be limited to, the following:

ACCOUNT MANAGEMENT

1. The successful proposer is expected to assist in the administration of Town of Barnstable workers' compensation program. They should expect to handle matters necessary to assist Town of Barnstable in fulfilling its obligations under the State Compensation Act, as authorized and approved from time to time by Town of Barnstable.
2. The successful proposer is expected to provide overall account management and customer service including periodic performance reviews.
3. The successful proposer is expected to assist in employee orientation, supervisor training and retraining where deemed necessary by the Town.
4. The successful proposer is expected to keep the Town of Barnstable up to date on trends and changes in the workers' compensation law.
5. The successful proposer is expected to work with the Town of Barnstable to ensure compliance with 452 CMR 6.00, Utilization Review and Quality Assessment. The proposer should indicate how they propose to meet this requirement. If a subcontracted vendor is to be used, such vendor and their proposed fee arrangement should be identified.
6. The successful proposer is expected to work with the Town of Barnstable to ensure compliance with Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA). The proposer should indicate how they propose to meet this requirement. If a subcontracted vendor is to be used, such vendor and their proposed fee arrangement should be specifically identified in the price proposal.
7. The successful proposer is expected to be available to attend monthly meetings at the Town of Barnstable to review open claims with the appropriate personnel. However, please feel free to indicate how often you feel these meetings should occur and which individuals should be in attendance.
8. The successful proposer is expected to have the ability to produce all relevant 1099's for the Town of Barnstable, if these services are requested. The proposer should indicate whether they provide this service.

9. The successful proposer is expected to continue supervision of earlier reports of industrial injuries or occupational diseases, which have been filed in accordance with the state law for reporting and notification.

DESIRED RISK MANAGEMENT SERVICES

1. Examine, on behalf of the Town, all Employer's First Reports of Occupational Injury or Disease which are submitted by Town to Provider for which benefits may be payable under Massachusetts Workers' Compensation laws within statutory time requirements. Obtain Supervisor's Accident Investigation Report and Medical Authorizations from injured employee.
2. The successful proposer is expected to Contact the injured employee, treating physician and the Town of Barnstable within 24 hours of any lost-time incident to ascertain the nature of the problem, the diagnosis and the extent of the expected disabilities.
3. Conduct appropriate investigations of the foregoing claims to verify the legitimacy of such claims or to assist in the defense of controverted claims. With prior notice to the Town of Barnstable, the proposer will deny and prepare a strong defense when appropriate, to protect the interests of the Town of Barnstable.
4. Subject to approval of the Town, whose approval shall not be unreasonably withheld or delayed, and at Town's expense, engage the services of persons or firms outside its organization and outside its responsibilities under this Agreement in connection with the investigation and/or defense of claims, including, without limitation, attorneys and expert witnesses.
5. Recommend to the Town what benefits, if any, should be paid or rendered under the applicable Workers' Compensation laws and, if the claims administration services associated with 111F are included in the contract, Police Injury on Duty Laws with respect to each reported claim. They will also Review all expenses for appropriateness and relationship to injury.
6. Arrange for physical and/or vocational rehabilitation in serious injury cases or where required by applicable laws.
7. Prepare compensation, medical expenses and "Allocated Loss Expense" checks and forward to the payee. Any check in the amount of \$5,000, or greater must be pre-approved by the Town. Provider will not make any settlement in excess of \$ 0 without the expressed prior written consent of the Town. All medical bills eligible for payment will be paid by Provider, within 30 days of receipt.
8. Maintain a claim file on each reported claim, which files shall be available to the Town at all reasonable times for inspection and audit. Such files shall at all times be the property of Town. Provide forms required by the Massachusetts Workers' Compensation Act and assist the Town in filing of all legally required forms.

9. Recommend and Compute the extent of temporary and permanent disability and establish a suitable reserve as required by state law for the particular injury. Perform the same function for estimated future medical expense.
10. Assist in the preparation of controverted cases for settlement or hearing.
11. Furnish full and complete monthly reports to the Town listing all accidents, including occupational diseases, and tabulate all payments made and reserves set up for benefits and expenses on account of liability and/or reasonably anticipated liability for accidental injuries and/or occupational diseases sustained by employees of the Town.
12. On behalf of the Town, arrange for utilization review and medical cost containment services in compliance with the Massachusetts Workers' Compensation Act. The cost of such services shall be considered "Allocated Loss Expense".
13. The successful proposer is expected to provide on-going medical management services, to include Independent Medical Exams (I.M.E.), referrals, review of medical bills and utilization reviews. The proposer should indicate whether they have an established relationship with any medical provider, either individually or through a preferred provider arrangement.
14. Where applicable and if deemed appropriate, assist the Town in the selection of a panel of physicians or other providers of health care, to initially treat injured employees and a panel of medical specialists to provide long-term or specialty care or second opinions.
15. Assist the Town in the monitoring of treatment programs recommended for employees by physicians, specialists, and other health care providers by reviewing all medical reports and by assisting the Town in maintaining such contact with those providers as may be appropriate.
16. Provide the Town with timely information on all major or litigated claims.
17. Investigate subrogation possibilities, with approval of the Town, which approval shall not be unreasonably withheld, on behalf of the Town, and/or excess insurance carrier. Any funds received from all subrogated claims shall be the property of the Town. All pre approved legal expenses incurred in connection with subrogation activities shall be borne by the Town.
18. On behalf of the Town, and upon receipt of the required information from the Town, provide timely reports to excess insurance carrier specifically relating to claims(s) and claim(s) costs, as required under excess insurance contract.
19. The successful proposer is expected to assist the Town in its implementation and expansion of a return to work plan. The proposer shall promptly contact the Town of Barnstable upon receipt of medical information indicating that an injured employee has been medically cleared for a return to full or modified duty work.
20. The successful proposer is expected to attend scheduled hearings before the State Department of Industrial Accidents or other Administrative body having the duty of administering the workers' compensation law and representing the Town. The firm will consult with the Town prior to attending any such hearing.

21. The successful proposer is expected to provide access to legal services that may include representation of the Town at administrative or legal proceedings relating to workers' compensation claims. Proposals should provide detailed information regarding legal counsel's fee arrangements including any flat fee offerings. The Town reserves the right to assign its own counsel.

STATISTICAL

1. The successful proposer is expected to provide Monthly loss reports based on the Town of Barnstable specifications.
2. A detailed status report on each claimant who has been out of work for six months or more should be provided to the Town of Barnstable semi-annually.
3. Data should be provided in electronic format. Specimen loss run reports should be included in the proposals.
4. Loss runs must be provided until all cases are closed or for a period of five (5) years, whichever is greater.
5. The proposer should indicate the full scope of its ad hoc report capabilities, including turnaround time and additional costs, if any.
6. A large claim summary describing all cases of \$10,000 or more should be submitted to the Town of Barnstable on a semi-annual basis.
7. On-line claim tracking and inquiry services should be proposed as an option.

LOSS CONTROL

1. Provider to identify loss control consulting services and general safety programming to be provided under loss control service obligations, and identify which services are included with the base fee and which are available for additional compensation. **(Please remember not to include actual pricing information in the Technical portion of the proposal)**
2. If not included in the base contract, the provider is to identify which of the following loss control services can be made available to the Town. The Town reserves the right to choose which, if any, it will elect to include in the contract.
 1. Participation in executive and departmental safety committee meetings.
 2. Loss Control Surveys (hazard inspections) of each facility.
 3. Training sessions for department management, supervisors and employees.
 4. Preparation of anatomical injury charts for departments.
 5. Accident investigations of major losses.

6. Noise Surveys.
7. Participation in Workers' Compensation safety activities such as defensive driving course programs, job hazard analyses, accident investigation evaluations.
8. Analyses of existing loss control program, staff and procedures.
9. Research in areas of loss control specific to Client's needs.
10. Assistance with the development and revision of safety rules and regulations of member's standard operating procedures.

The cost of equipment and materials provided by Provider and the salaries of and the expense incurred by employees of Provider in providing the specified loss control services shall be borne by Provider. All other expenses incurred in connection with the specified loss control activities provided for shall be approved by the Town in advance of such expenditure and borne by the Town. The costs and expenses related to all additional loss control activities provided by Provider shall be included in the fee charged by Provider for such services.

D. ADDITIONAL NARRATIVE INFORMATION

1. Summarize what you believe your firm/organization offers that are unique from other firm/organizations.
2. Proposals should include an active client list with information current within the past three years. Include contact phone numbers whereby this similar work has been done.
3. List the anticipated amount of support services and/or documents the Town would be required to provide.
4. Include a statement or documentation on the Financial Stability of the firm/organization.

E. MISCELLANEOUS REQUIREMENTS

The Town of Barnstable and the Contracted TPA shall cooperate in maintaining good public relations throughout the period of this project. The Contracted TPA will be expected to coordinate all activities necessary to promote public understanding, awareness and cooperation in conjunction with the entire project.

An interview may be conducted with any proposer who is deemed Highly Advantageous or Advantageous during the evaluation of the proposals. These interviews will occur during the period indicated in Section II, Key Dates. Any proposer should make sure they are available during that time period for interviews held in Hyannis, MA.

SECTION V. PROPOSAL EVALUATION

The evaluation process will include each proposal being reviewed by an evaluation committee appointed by the Chief Procurement Officer at the direction of the Town Manager. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The committee will use the comparative criterion for each separate rating area, and based upon those criteria, will assign an overall rating to each proposal as permitted under Chapter 30B. Each of the seven criterion contain ratings of

- Unacceptable
- Not Advantageous
- Advantageous
- Highly Advantageous

An “Unacceptable” rating in any one of the criteria may eliminate the proposal from further consideration.

The Town reserves the right to award the contract to the responsive and responsible proposal which best meets the Town’s needs, taking into account proposal quality and proposal price. If the lowest priced proposal is not selected and has received at minimum a rating of advantageous, the evaluation committee shall explain the reasons for the award in writing to the Chief Procurement Officer, specifying in reasonable detail the basis for determining that the Town should award the contract to a different proposal.

Minimum Evaluation Criteria -- Failure to meet the following minimum evaluation criteria will result in immediate rejection of the proposal.

1. Minimum Requirements: Consultant must meet the minimum requirements as specified in Section IV - A.

Comparative Evaluation Criteria

2. Experience in providing similar services within Massachusetts or New England for public entities of a similar size to the Town of Barnstable. (Documentation is required. Information should include phone numbers and contacts.)

Not Advantageous – Less than three (3) years experience in providing TPA services to public entities for self-funded workers compensation programs.

Advantageous – Three (3) to five (5) years of experience in providing TPA services to public entities for self-funded workers compensation programs.

Highly Advantageous – More than five (5) years of experience in providing TPA services to public entities for self-funded workers compensation programs.

3. Staffing:

Unacceptable - No staffing plan or team organization information provided.

Not Advantageous - The staffing information provided may meet the Town's needs, but the organization plan provided is not clear enough to make a determination of roles and responsibility.

Acceptable - The staffing and team organization information provided will adequately meet the needs of the Town.

Advantageous - The staffing information and team organization plan provided will meet the needs of the Town, and shows the proposer's commitment to the project by providing an experienced team of quality professionals with defined roles.

Highly Advantageous - The staffing information and team organization plan provided will exceed the needs set forth by the Town and shows the proposer's commitment to putting their best and most experienced staff and resources into this project. Project roles and responsibility are clearly defined.

4. Scope of Services: Account Management

Unacceptable - Proposal did not address the suggested Scope of services: Account Management.

Not Advantageous - The response indicates the proposer may understand the Town's needs, but the plan provided is not clear enough to make a determination. The proposer's approach was incomplete and does not instill confidence in a plan to accomplish the different elements under account management.

Advantageous - The Scope of Services response provided indicates the proposer will meet the needs of the Town. The proposer's approach was generally complete and includes a plan to meet most of the different elements under account management.

Highly Advantageous - The Scope of Services response provided clearly indicates the understanding and ability to successfully meet the needs of the Town. The proposer's approach was complete and includes a plan to meet all the different elements listed under account management.

5. Scope of Services: Risk Management Services

Unacceptable - Proposal did not address the suggested Scope of services: Risk Management Services

Not Advantageous - The response indicates the proposer may understand the Town's needs, but the plan provided is not clear enough to make a determination. The proposer's approach was incomplete and does not instill confidence in a plan to accomplish the different elements under Risk Management Services.

Advantageous - The Scope of Services response provided indicates the proposer will meet the needs of the Town. The proposer's approach was generally complete and includes a plan to meet most of the different elements under Risk Management Services.

Highly Advantageous - The Scope of Services response provided clearly indicates the understanding and ability to successfully meet the needs of the Town. The proposer's approach was complete and includes a plan to meet all the different elements listed under Risk Management Services.

6. Scope of Services: Statistical Services

Unacceptable - Proposal did not address the suggested Scope of Services: Statistical Services.

Not Advantageous - The response indicates the proposer may understand the Town's needs, but the plan provided is not clear enough to make a determination. The proposer's approach was incomplete and does not instill confidence in a plan to accomplish the different elements under Statistical Services.

Advantageous - The Scope of Services response provided indicates the proposer will meet the needs of the Town. The proposer's approach was generally complete and includes a plan to meet most of the different elements under Statistical Services.

Highly Advantageous - The Scope of Services response provided clearly indicates the understanding and ability to successfully meet the needs of the Town. The proposer's approach was complete and includes a plan to meet all the different elements listed under Statistical Services.

7. Loss Control Services

Unacceptable - Proposal did not address the suggested elements of loss control services.

Not Advantageous - The response indicates the proposer may understand the Town's needs, but the plan does not provide any of the identified Loss Control Services as part of the base program.

Advantageous - The Scope of Services response indicates the proposer will provide Loss Control Services as part of the base Program.

Highly Advantageous - The Scope of Services response provided indicates the proposer will provide substantially all of the Loss Control Services as part of the base Program.

8. Loss Control Visits

Unacceptable – The proposer does not include any Loss Control visits in the base fee.

Acceptable – The proposed TPA service includes the minimum of one (1) loss control visit per year (duration of 4 hours on site) in the base fee.

Advantageous – The proposed TPA service includes two (2) or more loss control visit per year (duration of 4 hours each on site) in the base fee.

Highly Advantageous – The proposed TPA service includes four (4) or more loss control visit per year (duration of 4 hours each on site) in the base fee.

9. General impression of proposal:

Unacceptable – Evaluator could not determine proposer's ability to provide services required from information submitted in proposal.

Advantageous - Response is informative, meets criteria for responsiveness. Reviewer feels proposal reflects that provider is able to perform in a manner acceptable to the Town but was not overly impressed by proposals expression of ability.

Highly Advantageous - Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the

Town. Team is completely convinced about the proposer's ability to provide the contracted services as required by the Town.

SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS

Two separate sealed envelopes, one containing one (1) original and five (5) copies of the non-price technical proposal marked "**Third Party Administrator services (non-price)**" and one containing an original and one copy of the price proposal marked "**Third Party Administrator services (price proposal)**" must be received per the time frame outlined in the legal advertisement (Appendix E). It is the sole responsibility of the offerer to insure that the proposal arrives on time and at the designated place.

MGL, Chapter 30B requires that price proposals must be separate from technical proposals. No reference to the actual price proposal shall be contained in any portion of the non-price proposal outlined below. Failure to adhere to this requirement will result in disqualification.

A. NON-PRICE PROPOSAL

Within your technical Proposal, please supply each of the following items and clearly structure and label your Proposal.

- 1) Cover Letter including name of Agency/Firm, address and telephone number, signed in ink by someone authorized to sign such documents.
- 2) Attach Financial Statement for two previous calendar years attested by a CPA or Bank Officer. In respect of confidentiality, this may be submitted (one copy) in a separate envelope which; although will be part of the proposal, would be kept in a separate file and only released if someone specifically requested this document.

B. PRICE PROPOSAL

The pricing portion must include the forms found in Appendix C.

All fees and methods of compensation must be identified in the proposal and included in the price proposal envelope – separate from the technical portion of your response. Anticipated claims administration, legal, utilization review and case management costs should be addressed.

The proposer is also requested to provide rough estimates of annual vendor expenses for utilization review, legal, medical bill payment and medical case management based on the proposer's experience with like organizations and similar claim volume.

Two fee options must be presented: (1) the cost of handling claims from "cradle to grave" and (2) the cost of handling all tail claims.

For tail claims:

The Town of Barnstable estimates

___ “Indemnity Claims” (of which ___ are receiving recurring indemnity benefits and the remaining)

___ have returned to work or lump summed and are only open for medical benefits)

___ “Medical Only Claims”. Pricing should be based on these figures.

For ongoing claims:

W/C Loss runs for previous years have been provided. Please use trends as examples moving forward.

C. CONTACT INFORMATION

Clarification and interpretations of this Request for Proposal must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests is stated in Section II, Key Dates. After that day no requests or questions will be accepted. Please contact the Town of Barnstable for clarification of this Request for Proposal, direct all inquiries regarding the plan to:

Johanna F. Boucher,
Purchasing Agent/Contracts Compliance Officer
Town of Barnstable
230 South Street
Hyannis, MA 02601
Phone. (508) 862-4741, Fax: (508) 862-4717
Business Hours: 7:30 a.m. – 4:00 p.m., Monday through Friday
Johanna.boucher@town.barnstable.ma.us

TOWN OF BARNSTABLE

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.

| | |
|-----------------|--------------------|
| FIRM _____ | SIGNATURE _____ |
| ADDRESS _____ | NAME (print) _____ |
| _____ | TITLE _____ |
| TELEPHONE _____ | DATE _____ |

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

| | |
|--|---|
| _____ | by: _____ |
| * Signature of individual or Corporate Name (Mandatory) | Corporate Officer (Mandatory, if applicable) |

**Social Security # (Voluntary)
or Federal Identification #

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of MGL 62C s. 49.A.

Price Proposal – TPA services – Town of Barnstable RFP

**PROPOSAL COST SUMMARY SHEET
FEE AND PAYMENT SCHEDULE**

The Town of Barnstable is seeking a proposed fee structure from the proposer that clearly identifies the expected annual costs for the Town. Using the provided loss runs for previous years, the proposer should:

- 1) Provide a not to exceed fee for services for the entire year without limitation to the number of actual claims it handles and administer claims “Cradle to Grave”, or
- 2) Provide some other fee structure that provides a clear understanding of the anticipated costs the Town may be charged.

The Town reserves the right to request additional information regarding the pricing structure to fully understand the options presented.

Year 1 _____ *

Year 2 _____ (Option year at Discretion of Town) *

Year 3 _____ (Option year at Discretion of Town) *

Additional Services

PREVIOUS LOSS INSURANCE TAIL HANDLING SERVICES (Flat fee price for all tail claims)
(Required) \$ _____ *

Optional (Per claim price for all tail claims) \$ _____

ONE-TIME MIGRATION FEE (IF ANY) FOR THIRD PARTY ADMINISTRATOR SERVICES FOR OUTSTANDING INJURED EMPLOYEES (LOSS TAIL TIME AND/OR MEDICAL ONLY CLAIMS).

\$ _____

LOSS CONTROL SERVICES (Attach table, chart or list as needed)

\$ _____ *

111F Claims Administration Services

(Town reserves the right to separately contract these services)
See appendix C

\$ _____ *

ATTORNEY FEE IF REQUIRED:
(This will not be used to calculate the bid total)

\$ _____ PER HOUR

**All fees will be paid in quarterly installments.*

PRICE PROPOSALS MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE THAT IS IDENTIFIED AS “PRICE PROPOSAL”. INCLUSION OF THE “PRICE PROPOSAL” WITH THE “TECHNICAL PROPOSAL” WILL BE CAUSE FOR REJECTION.

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

111F Services

Injured-on-Duty Administration

The Town, in compliance with Massachusetts General Law, Chapter 41, Sections 100, 100B and 111F, may choose to separately contract with a provider to handle the medical claims for Barnstable police injured in the line of duty.

The goals of this contract would be

- 1) To Review all medical bills for appropriateness. In addition, the review will look at the rates established by the Massachusetts Rate Setting Commission for industrial accidents and make sure they are accurate and correctly applied.
- 2) To provide reports and review administrative procedures. The provider is expected to bring best practices to the discussion with Human Resources and the Police administration to adapt to local direction for administering these claims.
- 3) To Coordinate medical case management and to monitor treatment programs while measuring and reporting on individuals progress. This would include communication with all parties, and making sure that any second opinions or alternative rehabilitation programs are coordinated and evaluated.
- 4) To maintain contact with injured employees on a regular basis to measure treatment progress with a focus on the healing of the employee and eventual return to work, in the appropriate yet earliest time frame.
- 5) To provide written statements that document satisfactory progress and provide clear recommendation as to the point of work return for an injured employee. This would be done through the coordination of medical professionals, employee and Police administration. If light duty is an option, the parameters would be clearly defined. If disability retirement is recommended, then the justification would be clearly provided in writing.

Utilization Review

The Town seeks, either through in-house people, or properly contracted out business partners, a thorough utilization review of any claim. A qualified provider of these services is expected to use established practices and guidelines in Massachusetts to effectively review the treatment plans for injured employees for appropriateness.

The goals would be

- 1) To monitor treatment plans for compliance within the accepted guidelines set by the Department of Industrial Accidents Health Care Services Board.

2) In the event that a proposed or in process treatment falls outside of established treatment guidelines, the provider is expected to give an adverse determination to administration and provide a plan of action to redirect the treatment plan.

3) To provide a team or subcontracted vendor comprised of medical professionals (Doctors, Nurses and health professionals) qualified to evaluate treatment plans and to ensure treatment plan compliance with proper state guidelines.

(SAMPLE)

TOWN OF BARNSTABLE, MASSACHUSETTS

AGREEMENT BETWEEN CONSULTANT AND TOWN

The AGREEMENT made this ____ day of _____ 2011 by and between the Town of Barnstable, Massachusetts, hereinafter referred to as the “Town”, and the _____, with legal address and principal place of business at _____, hereinafter referred to as the “CONSULTANT”.

Witnesseth: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the TOWN, CONSULTANT hereby agrees with the TOWN to provide professional consultant services as specified in this Agreement for a not to exceed price of \$_____.

Description of Scope of Services - per Request for Proposal and as negotiated.

NOW, THEREFORE, the CONSULTANT, for the compensation set forth, agrees to furnish professional consultant services provide consulting services for the Town as outlined in the Request for Proposal documents attached and made part of the contract along with the CONSULTANT’S proposal as accepted. The CONSULTANT shall provide competent consultant services in accordance with accepted standards of the profession.

SECTION ONE: Terms and Conditions

Town hereby contracts with the CONSULTANT to provide consultant services and associated work specified herein upon the terms and conditions hereinafter stated for the duration of the contract term. The duration of this contract is estimated to be _____.

All information acquired by the CONSULTANT from the municipality or from others at the expense of the municipality in performance of the Agreement, shall be and remains the property of the municipality. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the CONSULTANT for delivery to the Town shall be and remain the property of the Town upon payment thereof.

The Town and the CONSULTANT shall cooperate in maintaining good public relations throughout the period of this contract term.

The Contract shall be subject to **Force Majeure** considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Town.

Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the CONSULTANT, shall be deemed to render performance impossible, and the Town shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract."

SECTION TWO: Contract Documents

This Agreement shall include the following documents that are attached hereto and incorporated by reference:

- Attachment A – Request for Proposal Documents, Town of Barnstable
- Attachment B – Schedule of Services and Deliverables (as negotiated with CONSULTANT)
- Attachment C – Proposal submitted by Consultant as a result of Town's RFP

SECTION THREE: CONSULTANT's Warranties and Representations

The CONSULTANT represents that it will provide the services described above in a professional, efficient manner.

Any instance where the CONSULTANT is unable to perform as required by this Agreement should be reported directly to the Town designee responsible for this contract. Their direction from that point will dictate the actions of the CONSULTANT.

SECTION FOUR: Compensation and Payment Terms

Invoices for the work as per the accepted proposal must be provided to the Town of Barnstable for reimbursement on a quarterly basis. Invoice to include a detailed accounting of the expenditures and copies of all invoices and contracts applicable to the award.

Overall project management will be the responsibility of _____, representing CONSULTANT. These individuals are key personnel and any change in key personnel requires immediate notification of the Town. Failure to notify the Town of such changes and negotiate a change to this term of the Agreement that is deemed satisfactory to the Town, shall be deemed to render performance impossible, and the Town shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract." Should it become impossible for a contracted individual employed by the CONSULTANT to complete his duties, for a reason such as termination of employment, any change in the CONSULTANTS staffing as outlined below will be subject to the approval of the Town. The Town shall notify the CONSULTANT within fifteen (15) days of the

acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced.

Work under this contract shall not exceed the amount without written authorization by the Town of Barnstable.

All such invoices will be paid promptly (no later than 30 days) by the Town unless any items thereon are questioned, in which event the questioned portion of the payment will be withheld pending verifications of the amount claimed and the validity of the claim.

The Town will notify the CONSULTANT of any questions within five (5) working days of receipt of an invoice. CONSULTANT shall provide complete cooperation during any investigation.

Invoice should refer to the Contract Title and provide project detail adequate for the reviewing individual to approve for payment and should be submitted to the following address:

TOWN OF BARNSTABLE

Hyannis, MA 02601

A budget status report shall accompany the invoice summarizing each task identified in this contract, budget expended to date, and percent of work completed to date.

SECTION FIVE: Termination of Contract

Subject to the provisions explaining **Force Majeure**, if the CONSULTANT shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the CONSULTANT shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the CONSULTANT, then the Town shall thereupon have the right to terminate this agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

The Agreement may also be terminated:

- (a) By mutual agreement of the parties hereto;
- b) Upon dissolution of the Town of Barnstable's self-insurance program whether voluntary or due to cessation of Town of Barnstable's authority to self-insure;
- (c) Upon dissolution of the Town of Barnstable's self-insurance program due to Town of Barnstable's insolvency or bankruptcy;
- (d) Upon ninety (90) days written notice by either party if the other party is in material breach of any term, covenant or condition contained herein; provided, however, that as a condition precedent to termination under this Section 2 (d), the terminating party shall give written notice to the other party, who shall have sixty (60) days from the date of such notice to cure or correct the grounds for termination. If the grounds of termination are not corrected or

cured during the sixty (60) day period, this Agreement may be terminated on the termination date specified in the notice, but not prior to the expiration of the ninety (90) day period described herein.

Services Following Termination of Agreement. Should this Agreement be terminated or non-renewed for any reason, Provider will cease providing services, turn over to the Town of Barnstable all Town of Barnstable files in Provider's possession, which shall include all open and closed files.

Upon the Town of Barnstable's request and subject to agreement by Provider, Provider will be paid a reasonable negotiated fee to:

- (a) Provide for continued administration of the open claim files;
- (b) Cooperate with any successor administrator in the orderly transfer of all functions, including providing a runoff listing of open claim files if desired by the Town of Barnstable and any other records reasonable and necessary for a successor administrator; and
- (c) Provide an electronic transfer of data if such is feasible, with the cost of providing such borne by the Town of Barnstable.

SECTION SIX: Books and Records.

1. (a) Provider shall maintain all claim information relating specifically to the Town of Barnstable which is necessary to the performance of Provider's obligations under the Agreement (the "Records"). The Records shall remain at all times the sole property of the Town of Barnstable.
- (b) The Records shall not include any manuals, forms, files and reports, documents, customer lists, rights to solicit renewals, computer records and tapes, financial and strategic data, or information which documents Provider processes, procedures and methods, or which Provider employs to administer programs other than the Town of Barnstable.
2. During the term of the Agreement, Provider shall provide the Town of Barnstable with copies of the Records, if so requested by the Town of Barnstable. Any reasonable costs of reproduction of the Records shall be borne by the Town of Barnstable. In the event the Agreement is terminated or non-renewed, Town of Barnstable Records will be turned over to the Town of Barnstable or to a successor administrator designated by the Town of Barnstable.
3. Provider shall make the Records available for inspection by any duly authorized representative of the Town of Barnstable, or any governmental or regulatory authority having jurisdiction over Provider or the Town of Barnstable.

SECTION SEVEN: Insurance

As noted in the attached Request for Proposal documents dated _____ as issued by the Town of Barnstable

General – The CONSULTANT shall before commencing performance of the Agreement be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. This includes evidence of Workers Compensation Insurance.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the CONSULTANT.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, trustee, and the successor in interest of the CONSULTANT.

CONSULTANT's Comprehensive General Public Liability and Property Damage Liability Insurance - The CONSULTANT shall carry Comprehensive General Public Liability Insurance for its employees at sufficient levels to cover all damages incurred or caused by contracted employees of the awarded CONSULTANT. The Town of Barnstable must be named as an additional insured and as a certificate holder on each of the insurance policies. Upon execution of the Agreement, the CONSULTANT will provide copies of certificates of insurance to the Town. All Insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable.

The CONSULTANT shall indemnify and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees, against liability, losses, damages, or expenses (including legal expenses) resulting from any claim based upon negligent or intentional misdeeds or omission of the CONSULTANT, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the Agreement.

SECTION EIGHT: Future Works

Work required beyond the Scope of Work in this Agreement, including additional analysis, meetings, or liaison work, shall be completed by the CONSULTANT, if requested in writing by the Town. Such changes, including an increase or decrease in the amount of compensation, which are mutually agreed upon in writing by the Town and the CONSULTANT shall be incorporated as written amendments to this Agreement.

SECTION NINE: Controlling Law

The laws of the Commonwealth of Massachusetts shall govern this Agreement.

SECTION TEN: Equal Employment Opportunity Anti-Discrimination Program

During the performance of this Agreement, the CONSULTANT, for himself, his assignees, and successors in interest, agree as follows:

- A. The CONSULTANT, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors. Fair Employment Practices Law of the Commonwealth (MGL Chapter 151B).

The CONSULTANT by signing the Agreement offered by the Town agrees to abide by the above paragraph to the best of his/her ability.

SECTION ELEVEN: Entire Contract

This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes all prior and contemporaneous written Agreements between the parties and their predecessors in interest regarding the subject matter of this contract. The CONSULTANT may not be changed, altered, amended, modified or terminated orally, except as specified provided, and any such change, alteration, or modification must be in writing and executed by the parties hereto.

SECTION TWELVE: Notices

Whenever any provision of this Agreement requires the giving of written notice to the Town, it shall be deemed to have been validly given if delivered by person or by registered mail to the following: Town of Barnstable, _____, Hyannis, MA 02601. For purposes of this Agreement, the Town's representative shall be _____.

IN WITNESS WHEREOF, the parties executed this contract under their several seals the day and year first written above. The cost of professional CONSULTANT services identified by this Agreement totals \$_____ Authorization to proceed on any task identified in the Scope of Work requires written authorization of the Town.

The CONSULTANT is authorized to proceed with Tasks _____, (\$X,XXX) upon the signing of this Agreement with the Town. No other tasks as listed in the Description of Scope of Services on page 1 of this Agreement shall proceed without written authorization of the Town.

By:

CONSULTANT

By:

Town Manager

Approved as to form

Ruth Weil, Town Attorney

LEGAL ADVERTISEMENT FOR RFP

**TOWN OF BARNSTABLE
REQUEST FOR PROPOSAL
Third Party Administration Services**

The Chief Procurement Office of the Town of Barnstable, on behalf of the Town Manager and Director of Human Resources, is soliciting responses from qualified professional firm(s), organization(s) or individual(s) to provide claims administration and management expertise and guidance in its workers' compensation program. This contract commences on November 1, 2011 and runs through June 30, 2012, and includes two additional and separate one (1) year contracts through June 30, 2014.

The contract will also require the successful proposer to assume management of the existing insurance loss tail from previous workers comp claims, and may also include the administration of claims associated with Injured In The Line of duty claims under MGL Chapter 111F. The Town reserves the right to separately contract the 111F claims Administration and management under this RFP process.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

Proposals are due on October 13, 2011 at 2:00 p.m. in the Purchasing Agent's Office, 230 South Street, 3rd Floor, Hyannis, MA 02601. Proposals will be opened and read immediately following closing time and will not be public. Contract will be awarded within 30 days. Specifications and required forms are available at the Procurement & Risk Management RFP & Bid website at www.town.barnstable.ma.us. Contact, Johanna Boucher, Purchasing Agent/Contract Compliance Officer, telephone number (508) 862-4741 beginning immediately (Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding holidays). All proposals must be received in a sealed envelope properly marked prior to the proposal due date and time. The Town of Barnstable reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town.